

**SETTLEMENT AGREEMENT BETWEEN BELL GREAT LAKES LLC AND THE
CITY OF MADISON, WISCONSIN**

This Settlement Agreement (“Agreement”) is hereby made and entered into effective this _____ day of _____, 2019 (the “Effective Date”), by and between **Bell Great Lakes, LLC** (“Bell”) and the **City of Madison** (“City”) to resolve a dispute relating to Bell's application for a Class B Beer/Class C Wine license for its Taco Bell Cantina restaurant at 534 State Street in Madison. Bell and the City are collectively referred to herein as “the Parties.”

WHEREAS, Bell applied to the City for a Class B Beer / Class C Wine license for its Taco Bell Cantina restaurant at 534 State Street in Madison; and

WHEREAS, the City's Alcohol License Review Committee (“ALRC”) and Common Council approved Bell's license application, with agreed-upon conditions, as shown in Exhibit A hereto (the “License”), but the License was vetoed by the Mayor thereafter, and the Council lacked the two-thirds majority necessary to override this veto; and

WHEREAS, on April 13, 2018, Bell filed suit in the Dane County Circuit Court, with the City as Defendant, alleging that the City's rejection of the License was arbitrary and capricious, and without evidentiary support, *Bell Great Lakes LLC v. City of Madison*, Case No. 2018CV000971 (Dane County Circuit Court); and

WHEREAS, on December 21, 2018, the Circuit Court issued a Decision and Order finding in Bell's favor and ordering the City to grant Bell the License (“12/21/2018 Decision”); and

WHEREAS, on January 25, 2019, the City filed a Notice of Appeal with the Wisconsin Court of Appeals, which appealed the 12/21/18 Decision (Appeal No. 2019AP000235), which challenge is currently pending (this Appeal and the Circuit Court proceeding hereafter collectively referred to as the “Litigation”); and

WHEREAS, the Parties now wish to resolve the Litigation and the dispute between them without further cost and uncertainty;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Bell and the City hereby agree as follows:

1. This Agreement is contingent in its entirety upon its approval by the Common Council of the City by passage of and approval of a resolution authorizing the Agreement, including authorizing the City Attorney to sign the Agreement on behalf of the City. If the Common Council fails to approve this Agreement, the Agreement is null and void. The City Attorney’s signature on this Agreement represents his approval of the Agreement, but that signature is not effective to bind the City until the conditions in this paragraph are met.

2. Once this Agreement is signed by Bell and the City Attorney, the Parties agree to jointly request that the Court of Appeals stay any briefing in the Appeal pending Common Council review and approval of this Agreement. As soon as practicable, then, the Parties further agree to cooperate in submitting this Agreement to the Common Council for review and approval.

3. If formally approved by the City, the City agrees, no later than fifteen (15) days from such approval, to issue to Bell the License, as originally approved by the ALRC and Common Council in 2018, assuming Bell has met all legal conditions for the License (e.g, Fire Department inspection, Building Inspection). The Parties agree that approval of the Resolution approving this Agreement by the ALRC and the Common Council has the same legal effect as approval of the License and, thereafter, this License shall be governed by the rules and procedures applicable to liquor licenses generally under state and local law.

4. Upon receipt of this License, Bell agrees to cooperate fully with the City in a joint motion to be filed by the City and Bell in the Litigation seeking an order vacating the 12/21/2018 Decision and/or otherwise rendering such Decision null and void.

5. Following the Court's decision on the City's and Bell's joint motion to vacate and/or nullify the 12/21/2018 Decision, but in no case later than ninety (90) days after the City's formal approval of this Agreement, and regardless of the outcome of such motion, the City agrees to dismiss the Litigation with prejudice. Bell will fully cooperate in securing this dismissal and both Parties agree to bear their own costs and attorneys' fees. The 90 day time limit in this paragraph may be extended by agreement of the City Attorney and the attorney for Bell.

6. This Agreement represents the entire Agreement and understanding between the Parties concerning the Litigation and the issues herein.

7. Neither Party has relied upon any representations or statements made by the other Party hereto which are not specifically set forth in this Agreement.

8. No modifications or amendments to this Agreement shall be valid unless made in writing and signed by the Parties.

9. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, in whole or in part, then that provision will be eliminated, modified or restricted in whatever manner is necessary to make the remaining provisions enforceable to the maximum extent allowable by law.

10. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the Parties have executed and agreed to this Agreement consisting of 3 (three) pages, inclusive of the following signature page.

[REMAINDER OF PAGE BLANK]

BELL GREAT LAKES, INC.

By (signature): _____

Print Name: _____

Its (title): _____

Authorized Representative

Date: _____

CITY OF MADISON

By: _____

Michael May
City Attorney

Date: _____

**EXHIBIT A TO SETTLEMENT AGREEMENT BETWEEN THE CITY OF MADISON
AND BELL GREAT LAKES LLC**

Bell Great Lakes LLC • dba Taco Bell #3004063
534 State St • Agent: Ramon Santana III • Estimated Capacity: 72
Class B Beer, Class C Wine • 5% alcohol, 95% food
Aldermanic District 2 (Alder Heck) • Police Sector 403

Conditions:

1. Shall cease the service of alcohol no later than 10 pm Sunday - Thursday and no later than 11 pm on Friday and Saturday.
2. Establishment must meet the definition of a restaurant under Section 38.02 of Madison General Ordinances at all times.
3. Food must be available at all times.
4. Establishment staff must regularly patrol and discourage loitering at and around the premises.