

REQUESTED BY: POLICE CHIEF, VINCE DEMASI

DATE OF FIRST READING:  
FINAL ACTION DATE:

3-15-2022

WAIVE RULES?

YES  NO

3-19-2022

VOTE:

YES  NO

SUSPENSION OF TWO  
READING RULE:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<u>7</u>	<u>0</u>

DENISE LINGO  
 ROBERT PARSONS  
 JOE ROETTING  
 KISHA DOSA  
 CORDEL GEORGE  
 DANIEL MUELLER  
 PAUL YOUNG  
 TOTALS

ADOPTION OF  
RESOLUTION:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<u>7</u>	<u>0</u>

RESOLUTION NO. 22-1180

**EMERGENCY RESOLUTION WITHDRAWING THE CITY'S OBJECTIONS TO THE RENEWAL AND/OR TRANSFER OF THE LIQUOR CONTROL LICENSE FOR THE BUSINESS LOCATED AT 8134 HAMILTON AVENUE DBA REMINISCE SPORTS CAFE AND/OR REMINISCE SPORTS BAR AND AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT**

**WHEREAS**, via Resolution #21-1163, City Council resolved on May 18, 2021, to file objections with the Ohio Department of Liquor Control License with respect to the renewal of the liquor license of the business located at 8134 Hamilton Avenue dba Reminisce Sports Cafe; and

**WHEREAS**, the City also communicated to the Ohio Department of Liquor Control License its objections with respect to the transfer of the liquor license of the business located at 8134 Hamilton Avenue dba Reminisce Sports Cafe; and

**WHEREAS**, prior to the virtual hearing on the above-referenced objections, the City was able to come to a resolution and agreeable settlement terms with the permit holder in exchange for agreeing to withdraw the above-referenced objections.

**WHEREAS**, pursuant to the fully executed Settlement Agreement attached hereto as Exhibit "A" with the permit holders of the business located at 8134 Hamilton Avenue dba Reminisce Sports Cafe and/or Reminisce Sports Bar regarding the above-referenced objections, the City officially withdraws such objections to the renewal and/or the transfer of the liquor license for the business located at 8134 Hamilton Avenue dba Reminisce Sports Cafe and/or Reminisce Sports Bar.

**NOW THEREFORE,** BE IT RESOLVED BY A MAJORITY OF THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:


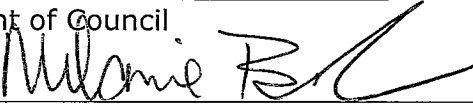
**Section 1.** The City of Mt. Healthy hereby withdraws its objections to the renewal and/or transfer of the liquor license for the business located at 8134 Hamilton Avenue dba Reminisce Sports Cafe and/or Reminisce Sports Bar and authorize the City Administrator to execute all paperwork including, but not limited to, the Settlement Agreement attached hereto as Exhibit "A" setting forth the terms of the above-referenced settlement.

**Section 2.** The Clerk of Council is hereby directed to forward a copy of this Resolution to the Ohio Department of Commerce Division of Liquor Control.

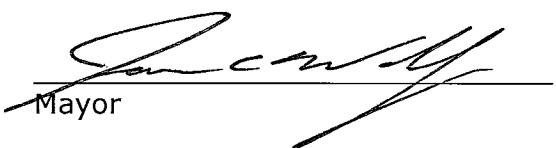
**Section 3.** That Council finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting and that all deliberations of Council which resulted in the passage of this Resolution were taken in meetings open to the public, in full compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.


**Section 4.** That this Resolution is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety, and welfare of the citizens of Mt. Healthy, Ohio. Execution of the Settlement Agreement attached hereto as Exhibit "A" shall immediately put measures and terms in place which will benefit the communications, safety, and policing process and ability of the Mt. Healthy Police Department with respect to the business located at 8134 Hamilton Avenue dba Reminisce Sports Cafe and/or Reminisce Sports Bar. That this Resolution shall be in full force and effect from and after the first date provided by law.

Passed this 15 day of March, 2022.

  
\_\_\_\_\_  
President of Council  
Attest:   
\_\_\_\_\_  
Clerk of Council

Approved this 15 day of March, 2022.

  
\_\_\_\_\_  
Mayor

Approved as to form:  
  
\_\_\_\_\_  
Scott A. Sollmann, City Law Director

## SETTLEMENT AGREEMENT

The parties to this Release and Settlement Agreement (hereinafter the "Agreement") are:

- **REMINISCE SPORTS CAFÉ, LLC dba REMINISCE SPORTS CAFÉ and ONE UNIT ENTERTAINMENT, LLC dba REMINISCE SPORTS BAR** (hereinafter "Permit Holders") and
- **CITY OF MT. HEALTHY** (hereinafter "the City")

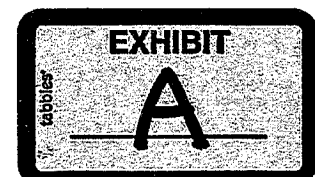
### WITNESSETH:

WHEREAS, the Permit Holders and the City are parties to the City's Objections to the Renewal of Liquor Permit #7306320 with Class D-1-2-3-3A, and the Transfer of Ownership of Liquor Permit #6550310 with Class D-1-2-3-3A, for the premises at 8134 Hamilton Avenue, Mt. Healthy, OH 45231 (otherwise identified herein as the "Premises"), filed by the City pursuant to Ohio Revised Code Sections 4303.26 and 4303.271 with the Ohio Division of Liquor Control within the Ohio Department of Commerce (hereinafter referred to as the "Objections"), and;

WHEREAS, the Permit Holders have denied and continue to deny any violation with respect to the any underlying basis for the City's Objections; and

WHEREAS, it is expressly understood and agreed, as a condition hereof, that this Agreement shall not constitute an admission by any party or evidence or indicate in any degree an admission of the truth or correctness of any claims or defenses asserted in the City's Objections; and

WHEREAS, because of the cost and uncertainty of the administrative process and/or potential litigation, the Permit Holders and the City are desirous of settling and compromising the aforementioned Objections in accordance with the terms set out in this Agreement, the parties have stipulated that the Objections referred to above will be dismissed by the City.



**NOW, THEREFORE**, in consideration of the foregoing and the following promises and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the obligations and covenants of this Agreement which are made by the parties, it is agreed as follows:

1. The Parties acknowledge the “Whereas” clauses preceding this document, and incorporate them herein as material parts of this Agreement.

2. Permit Holders agree to the following terms in consideration of dismissal of the City’s Objections:

- (a) Agree that **ALICIA MARIE GIVAN** shall immediately be terminated in any and all employment capacities with **both REMINISCE SPORTS CAFÉ, LLC dba REMINISCE SPORTS CAFÉ and ONE UNIT ENTERTAINMENT, LLC dba REMINISCE SPORTS BAR**; and
- (b) Agree that **ALICIA MARIE GIVAN** shall *never* be an owner or serve in *any* future employment capacity (management, bartender, publicist, etc.) with both **REMINISCE SPORTS CAFÉ, LLC dba REMINISCE SPORTS CAFÉ and ONE UNIT ENTERTAINMENT, LLC dba REMINISCE SPORTS BAR**; and that this term as well as all other terms set forth herein shall include and shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors, and assigns; and
- (c) Agree to prohibit **ALICIA MARIE GIVAN**, from interacting and/or engaging with the City and/or any of City’s employees including, but not limited to, police, fire, zoning, building, and/or administration on behalf of *either* Permit Holder or bar establishment at or near the Premises located at 8134 Hamilton Avenue, Mt. Healthy, OH 45231; the Parties understand **ALICIA MARIE GIVAN** may happen to be present on the Premises as patron at the establishment, but will agree to take all steps within the Permit Holder’s power to prevent any of the above-described interaction and/or engagement at the Premises by **ALICIA MARIE GIVAN** with the City and/or any of City’s employees; and

- (d) Agree to provide the cell phone contact number of the majority owner of ONE UNIT ENTERTAINMENT, LLC dba REMINISCE SPORTS BAR, now Palmo L. Simmons, Jr., at the time of the execution of this Agreement, to the City of Mt. Healthy Police Department so that contact can immediately be made with such Owner to address any issues occurring at the Premises;
- (e) Agree to provide the City of Mt. Healthy Police Department with the names of all Managers of any establishment located at the Premises along with corresponding cell phone contact number(s) of any Managers of the Premises so that contact can be made to the City of Mt. Healthy Police Department to immediately address any issues occurring at the Premises. Permit Holders agree to update the names and contact information of such Manager list; and
- (f) Expressly agree that if two violations of the terms set forth in the above-referenced Clauses 2(a) through 2(c) of this Agreement occur within the same calendar year, that ONE UNIT ENTERTAINMENT, LLC dba REMINISCE SPORTS BAR or any respective heirs, executors, administrators, successors, and assigns will immediately forfeit the Liquor License for the Premises for the remainder of such year and will agree *NOT* to apply for an Ohio Liquor License at the Premises for the following year as well.

4. The City will execute or cause to be executed upon its behalf a Dismissal of the pending Objections.

5. It is expressly understood and agreed by the Parties that the terms contained in this Agreement include a full and final settlement of any and all Objections, potential civil claims, injuries, losses, damages, costs, expenses and other compensation of whatever kind and nature existing as of the effective date of the Agreement, whether known or unknown, foreseen or unforeseen, whether based upon contract, alleged constitutional violations, personal injury, alleged violations of statute, equity and/or in tort, and whether the effects and consequences are known or unknown, foreseen or unforeseen.

6. The Permit Holders understand that the City still reserves all rights and/or abilities set forth under Ohio Revised Code Title 43 *Liquor* with respect to bringing any *future* objections

for renewals, transfers, etc., of the liquor license for premises at 8134 Hamilton Avenue, Mt. Healthy, OH 45231, which exist outside of a claim for a breach of this settlement agreement.

7. The Parties confirm that the only consideration for the signing of this Agreement are the terms stated herein, and that the terms of this Agreement are contractual, not mere recitals; that no other promise or agreement of any kind has been made to any party by any other person or entity whatsoever to cause that party to execute this Agreement, that this Agreement cannot be altered by any oral agreement; and further that Parties fully understand the meaning and intent of this Agreement, including but not limited to its final and binding effect.

8. This Parties constitute this Agreement is their full understanding and a complete and exclusive statement of the terms of their agreement. No conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and signed by all Parties. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall be binding and enforceable. Furthermore, a court may modify any portion of this Agreement deemed to be unenforceable to the extent necessary, consistent with the intent of the Parties, to make it enforceable.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Ohio.

THE PARTIES DECLARE THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT IN ITS ENTIRETY, HAVE CONSULTED WITH ATTORNEY(S) REGARDING THIS INSTRUMENT, AND FULLY UNDERSTAND THE TERMS HEREOF, AND INTEND TO BE LEGALLY BOUND TO ALL PROVISIONS OF THIS AGREEMENT AND THAT ENTERING INTO THIS AGREEMENT IS MADE FREELY, VOLUNTARILY, AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENT.

IN WITNESS WHEREOF, the Parties, by authorized representatives designated below,

have executed this Settlement Agreement on the date appearing below:

3/15/22  
DATE

Felita Harper  
REMINISCE SPORTS CAFE, LLC dba REMINISCE SPORTS CAFÉ  
Felita Harper, Owner



Darnell M. Wilson, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

STATE OF OHIO  
COUNTY OF HAMILTON

Sworn to and subscribed before me this 15<sup>th</sup> day of March, 2022, by FELITA HARPER an authorized representative of REMINISCE SPORTS CAFÉ, LLC dba REMINISCE SPORTS CAFÉ.

Darnell M. Wilson  
Notary Public

3/15/22  
DATE

Palmo L. Simmons, Jr.  
REMINISCE SPORTS CAFE, LLC dba REMINISCE SPORTS CAFÉ  
Palmo L. Simmons, Jr., Owner



Darnell M. Wilson, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

STATE OF OHIO  
COUNTY OF HAMILTON

Sworn to and subscribed before me this 15 day of March, 2022, by PALMO L. SIMMONS, JR., an authorized representative of ONE UNIT ENTERTAINMENT, LLC dba REMINISCE SPORTS BAR.

Darnell M. Wilson  
Notary Public

3-24-22  
DATE

William Kocher  
CITY OF MT. HEALTHY  
William Kocher, City Manager



RAYMOND RISSEL  
Notary Public  
State of Ohio  
My Comm. Expires  
April 16, 2025

STATE OF OHIO  
COUNTY OF HAMILTON

Sworn to and subscribed before me this 24<sup>th</sup> day of March, 2022, by WILLIAM KOCHER, an authorized representative of the City of Mt. Healthy.

Raymond Rissel  
Notary Public