

President Steven Jansen called the meeting to order at 6:00 PM with the Pledge of Allegiance.

Present were Trustees Busha, G. Johnson, Wright, Larsen, Hoffman, J. Johnson, and President Jansen. Also present was Village Attorney Chris Geary, Police Chief Marschke, and Administrator Cole.

Trustee G. Johnson made a motion to take the agenda out of order and to consider item IV, Possible motion to go into closed session pursuant to Wis. Stat. 19.85(a), for deliberating concerning a quasi-judicial trial, or 19.85(g), for conferring with legal counsel who is rendering advice regarding strategy to be adopted by the body with respect to likely litigation. Seconded by Wright.

ROLL CALL: J. Johnson aye, Hoffman aye, Larsen aye, Busha aye, G. Johnson aye, Wright aye, Jansen aye. Motion carried 7-0 vote.

Trustee J. Johnson made a motion to go into closed session pursuant to Wisconsin Statutes Sec. 19.85(g). Seconded by Hoffman.

ROLL CALL: Wright aye, Busha aye, Hoffman aye, J. Johnson aye, Larsen aye, G. Johnson aye, Jansen aye. Motion carried 7-0 vote.

Trustee J. Johnson made a motion to return to open session. Seconded by Wright.

ROLL CALL: G. Johnson aye, Busha aye, Hoffman aye, Wright aye, J. Johnson aye, Larsen aye, Jansen aye. Motion carried 7-0 vote.

Trustee Larsen made a motion to enter into an agreement with the Sturtevant Sportsplex, listed on the attachment dated June 25, 2013. Seconded by Hoffman.

ROLL CALL: Hoffman aye, Busha aye, G. Johnson aye, Larsen aye, Wright aye, J. Johnson aye, Jansen aye. Motion carried 7-0 vote.

Trustee Larsen made a motion to “Class B” Liquor License & Class “B” Fermented Malt Beverage License to Corporation: Sturtevant Sportsplex, LLC., Trade Name: Sturtevant Sportsplex, LLC., 10116 Stellar Avenue, Sturtevant, Wisconsin 53177, Agent: Maximino Miranda, 1519 Packard Avenue, Racine, Wisconsin 53403. Seconded by J. Johnson.

Trustee made a motion to amend the approval for the “Class B” Liquor License & Class “B” Fermented Malt Beverage License to Corporation: Sturtevant Sportsplex, LLC., Trade Name: Sturtevant Sportsplex, LLC., 10116 Stellar Avenue, Sturtevant, Wisconsin 53177, Agent: Maximino Miranda, 1519 Packard Avenue, Racine, Wisconsin 53403, to include the conditions of the attached agreement dated June 25, 2013. Seconded by Larsen.

ROLL CALL TO APPROVE THE AMENDMENT: Larsen aye, Wright aye, Hoffman aye,  
G. Johnson aye, J. Johnson aye, Busha aye, Jansen aye. Motion carried 7-0 vote.

ROLL CALL TO APPROVE: Busha aye, J. Johnson aye, G. Johnson aye, Hoffman aye, Wright aye,  
Larsen aye, Jansen aye. Motion carried 7-0 vote.

PUBLIC COMMENT AND INPUT

There was no public comment.

ADJOURN- Trustee Larsen made a motion to adjourn at 7:05 PM. Seconded by G. Johnson.  
Motion carried by voice vote.

Drafted this 25<sup>th</sup> day of June, 2013  
Approved this 16<sup>th</sup> day on July, 2013

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Mary A. Cole, Administrator / Clerk/ Treasurer

## AGREEMENT

This Agreement made and entered into by and among the Village of Sturtevant, Racine County, Wisconsin ("Village") and Sportsplex, LLC ("Licensee") and its alcohol license agent Maximino Miranda ("Agent").

WHEREAS, the Village has been notified by the Village Police Department of numerous law enforcement contacts the department has had with respect to the Licensee's licensed premises, located at 10116 Stellar Avenue ("Licensed Premises"), during the July 1, 2012 to June 30, 2013 alcohol license year; and,

WHEREAS, significant law enforcement responses involving the Licensed Premises during the 2012-2013 license year include:

1. July 13, 2012, 11:24pm. Several people fighting; patron disbursal.
2. July 15, 2012, 1:40am. Multiple fights in progress; man injured due to being hit by a thrown chair. Disorderly conduct charges.
3. August 4, 2012, 10:33pm. Disorderly conduct charge, domestic.
4. August 4, 2012, 11:48pm. Possession of cocaine.
5. September 22, 2013, 12:13am. Assault in progress, assailant referred for criminal disorderly conduct, domestic abuse.
6. October 12, 2012, 11:53pm. Disorderly conduct.
7. October 27, 2012, 2:56am. Domestic disturbance, assailant intoxicated. Referred for criminal disorderly conduct, resisting arrest charges.
8. November 24, 2012, 12:44am. Disturbance, disorderly conduct citations.
9. November 24, 2012, 6:56pm. Fight in progress.
10. January 1, 2013, 12:21am. Domestic disturbance. Assailant drinking, referred for criminal disorderly conduct, domestic abuse.
11. January 3, 2013, 10:06pm. Fight in progress.
12. February 10, 2013, 2:24am. Fight in progress, disorderly conduct citation.
13. February 24, 2013, 2:24am. Beer bottle thrown at vehicle in parking lot, spillover from earlier fight. Offender admitted consuming nine or ten beers during night. Disorderly conduct citation.
14. February 16, 2013, 11:24pm. Underage intoxicated person, cited, taken to jail for 12 hour hold.

15. February 17, 2013, 2:14pm. Disorderly conduct, four intoxicated males refused to leave the premises.
16. March 2, 2013, 2:40am. Fight. Off-duty Sturtevant PD officer working security injured. Assailant referred for criminal battery to police officer, resisting arrest charges.
17. March 17, 2013, 12:42am. Underage intoxicated person refused to leave premises. Citations issued.
18. April 21, 2013, 3:17pm. Five intoxicated persons fighting in parking lot after soccer game.
19. May 24, 2013, 11:45pm. Intoxicated person refused to leave premises. Disorderly conduct citation.
20. May 25, 2013, 12:33am. Underage drinking, citation issued.
21. June 9, 2013, 1:02am. Respond to private security call for assistance due to multiple fights.
22. June 9, 2013, 3:42am. Follow up on citizen complaint of individual wrongfully tazed, choked by private security. Security denies tazing anyone, admits using OC (pepper) spray in parking lot.
23. June 9, 2013, 10:41am. Respond to Wheaton Franciscan emergency room for complaint of domestic assault previous night at Licensed Premises.

and,

WHEREAS, based on the above-cited police contacts, the Village notified Licensee that it intended to not renew the Licensee's "Class B" and Class "B" alcohol licenses for the 2013-2014 license year, and further informed Licensee that it was entitled to a due process hearing, under Wis. Stat. 125.12, prior to any non-renewal action by the Village; and,

WHEREAS, Licensee indicated it desired to have a due process hearing prior to any non-renewal action, but, prior to said hearing, which was scheduled for June 25, 2013, the parties entered into discussion regarding a possible resolution that would allow Licensee to renew its alcohol licenses, subject to certain conditions and future operating restrictions intended to minimize or prevent the likelihood of regular police contacts going forward.

NOW, THEREFORE, it is agreed by the parties as follows:

1. The Village shall renew Licensee's "Class B" and Class "B" alcohol licenses, effective July 1, 2013.
2. Licensee agrees to a voluntarily suspension of its alcohol licenses for the two-week period beginning July 1, 2013 and running through close of business July 16, 2013, excluding previously contracted private events on July 6, 2013 and July 13, 2013.
3. Licensee shall limit the sales of alcohol to no more than 2 alcoholic drinks per 21-year-old per transaction.
4. With respect to any special events that Licensee hosts at the Licensed Premises, including without limitation, sporting matches, dog, car, bike or home shows, concerts, dances, or private conferences, Licensee agrees that:
  - a. Licensee shall procure written agreements to accommodate all reasonably anticipated vehicle parking for event attendees, in addition to enough vehicle parking for Licensee's non-event patrons. Copies of such written agreements shall be provided to the Village.
  - b. Licensee shall ensure that event access is limited, by controlling ticket sales or restricting access, to no more than the number of patrons that can reasonably be accommodated by the amount of available parking that Licensee has procured.
  - c. Licensee shall procure the services of no less than 3 licensed private security personnel per 100 number of allowable attendees to supervise and control attendees for the duration of the scheduled event, including supervising and controlling the disbursement of crowds and traffic after the event.
  - d. Licensee shall not sell any alcohol after 1:00 a.m.
  - e. Prior to 8:00 a.m. the day after all such events, Licensee shall ensure that all trash and debris, and any other event-related mess shall be cleaned, removed or otherwise disposed of from the License Premises, including its parking lot, and from all other parking facilities that were used by Licensee's patrons during said event.
5. Licensee shall be responsible for ensuring that all Licensee's patrons have departed the Licensed Premises' parking lot, and any other lots that Licensee has arranged for its patrons to use, no later than 3:00 a.m., without need of a law enforcement response to facilitate crowd control or traffic disbursement.

6. Licensee agrees that its failure to abide by the terms of this Agreement shall give the Village grounds to initiate a suspension or revocation proceeding, pursuant to Wis. Stat. § 125.12, of Licensee's alcohol licenses. Licensee further agrees that any failure by Village to initiate a license action in the event of any breach of this Agreement by Licensee shall not constitute a waiver of Village's rights with respect to any future breach, or with respect to any other rights afforded to Village by this Agreement.
  
7. Licensee agrees that in the event that the Village initiates any action to suspend, revoke or non-renew Licensee's alcohol licenses prior to June 30, 2014, due to breach of this Agreement or for any other reason, the Village and any reviewing court shall, in addition to any and all events occurring during the 2013-2014 license year, be entitled to factor into its decision those events that occurred during the 2012-2013 license year that are itemized in this Agreement.
  
8. Licensee agrees to pay, no later than July 15, 2013, \$3,000 to the Village, to defray its attorney fees and costs related to this matter.
  
9. The parties acknowledge and agree that this Agreement is the result of mutual negotiation and drafting, both parties being represented by counsel, such that this Agreement shall not be construed against either party, due to drafting or any other reason. The parties further agree that if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in full force and effect.

Signed this 25<sup>th</sup> day of June, 2013

Signed this 25<sup>th</sup> day of June, 2013

**SPORTSPLEX, LLC**

**VILLAGE OF STURTEVANT**

BY: [Signature]  
 Name Title

BY: [Signature]

AND: [Signature]  
 Name Title Att. For Sportsplex # 1070893

AND: [Signature]

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013

**MAXIMINO MIRANDA**  
Alcohol license agent for  
Sportsplex, LLC.

Maximino Miranda