

**Village of Somers
7511 12th Street
Somers, WI 53171**

**Village Board Meeting
Agenda
Tuesday, February 27th, 2024
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on February 13, 2024. Vouchers dated February 15, 2024, and February 22, 2024
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on proposed Ordinance No. 2024-002, An Ordinance of the Village of Somers Relating to Unnecessary Acceleration
8	Discussion and possible action on bid from RLP Diversified, Inc. for the Proposed Gitzlaff Phase II Stormwater Utility Project in the amount of \$92,998.63
9	Action on licensing agreement with Red Star Soccer Club for the use of Memorial Park Fields (agreement term August 1, 2024 through July 31, 2026)
10	Action on appointment of Troy Steege to the Plan Commission to serve the remaining term of Plan Commissioner Paul Aiello (set to expire 04/30/2024) and to approve a new three-year term on the Plan Commission for Troy Steege (3-year term to expire 04/30/2027)
11	Public Hearing on application for Original “Class B” Combo Liquor License for the Hobnob Restaurant INC
12	Action on application for Original “Class B” Combo Liquor License for the Hobnob Restaurant INC
13	Action on application for Probationary Cabaret License for Hobnob Restaurant INC
14	Approval of Operator’s Licenses: none

15	Adjourn
----	---------

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the February 27th, 2024 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 23rd day of February 2024

Brandi Baker, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk’s Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

Village of Somers
Proceedings from the Regular Board Meeting February 13, 2024

President Stoner calls the meeting to order at 5:30 p.m.

President Stoner leads the Pledge of Allegiance.

Present: President George Stoner, Trustees Karl Ostby, Ben Harbach, Scott Fredrick, Jack Aupperle, Jackie Nelson, and Joe Smith appeared virtually. Also present: Administrator Jason Peters, Assistant to the Administrator Kevin Poirier, Attorney Jeff Davison and Engineer Doug Snyder.

Consent and Approval of Minutes of Regular meetings on January 23, 2024, Vouchers dated January 25, 2024, February 1, 2024, February 8, 2024, November, December, and January Investment Statements

Trustee Ostby moves to approve minutes of Regular meetings on January 23, 2024, Vouchers dated January 25, 2024, February 1, 2024, February 8, 2024, November, December, and January Investment Statements

Trustee Smith seconds. Motion carried 7-0 vote.

Correspondence:

None

Citizens Comments:

Ryan Nelson – 6430 11th Place - Mr. Nelson introduces himself as a 20-year veteran of the Somers Fire & Rescue Department. He indicates that he is speaking for the Somers Professional Fire Fighters IAFF Local 4831 and that the organization is opposed to the reopening of the turn lane for the safety of the citizens.

Ray Moravec – 10700 38th Street – Mr. Moravec addresses the board about his concern about traffic on Highway N. There is no turning lane for trucks entering the Amazon property. They often back up and block visibility for residents trying to get on highway N not seeing traffic going around the semis.

He also states that there is a lot of garbage that the wind blows from the Amazon property to neighboring parcels, the right of way and nearby ponds.

President and Trustee Comments:

Trustee Ostby addresses Mr. Moravec saying Somers will contact the city but recognized that it is outside the Village jurisdiction. He also updates the board on the progress of the subcommittee reviewing the Fire Study and states they are in the process of pick the top candidates.

President Stoner says he would reach out to the Kenosha County Highway Department regarding the public comments.

Trustee Harbach thanks Court Clerk Kathy Keisler for all her hard work and the increase of revenue from Municipal Court.

Public Hearing for proposed Ordinance No. 2024-001, An Ordinance to Create a Portion of the General Zoning and Shoreland/Floodplain Ordinance of the Code of Ordinance of the Village of Somers.

President Stoner makes motion to open public hearing

Administrator Peters states that Glen Fenske called in support of the new ordinance.

Trustee Harbach moves to close the public hearing

Trustee Nelson seconds. Motion carried 7-0 vote.

Action on proposed Ordinance No. 2024-001, An Ordinance to Create a Portion of the General Zoning and Shoreland/Floodplain Ordinance of the Code of Ordinance of the Village of Somers.

Trustee Harbach makes a motion to waive first reading of Ordinance No. 2024-001.

Trustee Ostby seconds.

Trustee Aupperle makes a motion to approve proposed Ordinance No. 2024-001, an Ordinance to Create a Portion of the General Zoning and Shoreland/Floodplain Ordinance of the Code of Ordinance of the Village of Somers.

Trustee Ostby seconds.

Motion carries 7-0 vote.

Action on proposed Resolution No. 2024-003, A Resolution to rescind Previous Resolution No. 2022-003 Which Supported a Request to the Wisconsin Department of Transportation to Eliminate the North Bound Left Turn Lane from STH 31 to 35th Street and Request that Said North Bound Turn Lane Be Re-Opened.

Trustee Aupperle makes a motion to approve proposed Resolution No. 2024-003, A Resolution to rescind Previous Resolution No. 2022-003 Which Supported a Request to the Wisconsin Department of Transportation to Eliminate the North Bound Left Turn Lane from STH 31 to 35th Street and Request that Said North Bound Turn Lane Be Re-Opened.

Seconded by Trustee Ostby.

Trustee Fredrick indicates his opposition to the reopening of the turn lane.

Trustee Harbach asks about new signaling.

President Stoner indicates that there is an upcoming meeting with the DOT and that the accidents were caused by speeding and impaired driving, not the design of the intersection.

Trustee Nelson proposes an amendment to table the vote until after the DOT presentation.

Ostby seconds.

Motion carries 6-1 vote. Trustee Aupperle voted nay.

Discussion and possible action on bid from Globe Contractors for the Proposed Public Utility Improvements for Golden Oil (Kenosha Travel Plaza) in the amount of \$297,897.00

Trustee Ostby moves to approve bid from Globe Contractors for the Proposed Public Utility Improvements for Golden Oil (Kenosha Travel Plaza) in the amount of \$297,897.

Trustee Harbach seconds.

Motion carries. 7-0 vote.

Trustee Harbach asks why only one bid was received.

Trustee Ostby states that the Village will be reimbursed by the developer.

Trustee Harbach asks whether Somers was added to the name of the property.

Action on 3rd and final payment request from The Wanasek Corp. in the amount of \$6,111.13 for work on the Bobcat Plus Improvement Project

Trustee Ostby makes a President Stoner makes a motion to approve 3rd and final payment request from The Wanasek Corp. in the amount of \$6,111.13 for work on the Bobcat Plus Improvement Project.

Trustee Aupperle seconds.

Motion carries. 7-0 vote.

Action on request for partial payment #1 (\$85,575.68) and partial payment #2 (\$56,499) from August Winter & Sons, Inc in the amount of \$142,024.68 for work on the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project on 3rd and final payment request from The Wanasek Corp. in the amount of \$6,111.13 for work on the Bobcat Plus Improvement Project

President Stoner makes a President Stoner makes a motion to approve request for partial payment #1 (\$85,575.68) and partial payment #2 (\$56,499) from August Winter & Sons,

Inc in the amount of \$142,024.68 for work on the 45th Avenue Lift Station and 63rd Avenue Lift Station 2023 UD #1 Capital Improvement Project.

Trustee Ostby moves to approve.

Trustee Harbach seconds.

Motion carries. 7-0 vote.

Action on application for Class “B” (Picnic) Beer License from Shoreland Lutheran High School Booster Club for the Connections We Make: Dinner & Auction Event on April 6, 2024. Event to be held at Shoreland Lutheran High School, 9026 12th Street Kenosha, WI 53144

Trustee Harbach makes a motion to approve application for Class “B” (Picnic) Beer License from Shoreland Lutheran High School Booster Club for the Connections We Make: Dinner & Auction Event on April 6, 2024. Event to be held at Shoreland Lutheran High School, 9026 12th Street Kenosha, WI 53144.

Trustee Harbach seconds.

Motion carries. 7-0 vote.

Action on application for Temporary Operators License: Amber Wasurick, for the Shoreland Lutheran High School Shoreland Lutheran High School Booster Club for the Connections We Make: Dinner & Auction Event and request to waive fees.

Trustee Nelson makes a motion to approve application for Temporary Operators License: Amber Wasurick, for the Shoreland Lutheran High School Shoreland Lutheran High School Booster Club for the Connections We Make: Dinner & Auction Event and request to waive fee”

Trustee Fredrick seconds.

Motion carries. 7-0 vote.

Approval of Operator’s Licenses: Arielle Neal, Alyssia Martinez, Cynthia Perone, Marquies McCray, Filomena Peyatt, and Jude Schilz

Trustee Aupperle moves to approve Operator’s Licenses for Arielle Neal, Alyssia Martinez, Cynthia Perone, Marquies McCray, Filomena Peyatt, and Jude Schilz.

President Stoner points out that Cynthia Perone has an extensive record.

Trustee Aupperle states that the Clerk recommended approval and that the newest infraction is 12 years old. She is at the meeting and can answer questions.

Administrator Peters states that Ms. Perone has a license in the city and the city only looks at the past 10 years of someone's record.

Trustee Ostby commends the Clerk on her due diligence.

Attorney Davison suggests splitting Ms. Perone's approval from the rest.

President Stoner moves to amend the motion to approve Operator's Licenses for Arielle Neal, Alyssia Martinez, Marquies McCray, Filomena Peyatt, and Jude Schilz and vote on Cythina Perone's separately.

Trustee Nelson seconds.

Motion carries. 7-0 vote.

Trustee Aupperle moves motion to approve Operator's Licenses for Cynthia Perone,

Trustee Harbach seconds.

Roll call: President Stoner: Aye; Trustee Nelson: Aye; Trustee Harbach: Aye; Trustee Aupperle: Aye; Trustee Smith: Aye; Trustee Ostby: Aye
Trustee Fredrick votes nay.

Motion passes 6-1 vote.

Adjourn

President Stoner moves to adjourn at 5:55pm

Trustee Nelson seconds.

Motion carried 7-0 vote

Drafted this 22nd day of February by Assistant to the Administrator Kevin Poirier.
These minutes are not official until approved by the Village Board.

02/15/2024 02:04 PM
User: HKRUK
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 02/15/2024 - 02/15/2024

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
02/15/2024	POOL	189(E)	SAMSMC	SAM'S CLUB MC/SYNCB	6,384.42
02/15/2024	POOL	63000	AUGUST	AUGUST WINTER & SONS INC	142,024.68
02/15/2024	POOL	63001	BAXTER	BAXTER & WOODMAN	16,703.09
02/15/2024	POOL	63002	BLAINFF	BLAIN SUPPLY INC	1,353.85
02/15/2024	POOL	63003	BTM001	BOUND TREE MEDICAL LLC	1,841.92
02/15/2024	POOL	63004	CENTURYL	CENTURYLINK	21.91
02/15/2024	POOL	63005	SPECTRUM	CHARTER COMMUNICATIONS	139.98
02/15/2024	POOL	63006	DAV001	DAVISON LAW OFFICE, LTD	1,099.50
02/15/2024	POOL	63007	DICKS	DICK'S ROOF REPAIR SERVICE INC	395.00
02/15/2024	POOL	63008	DIVERESCUE	DIVE RESCUE INTERNATIONAL INC	546.84
02/15/2024	POOL	63009	EME001	EMERGENCY MEDICAL PRODUCTS INC	756.61
02/15/2024	POOL	63010	HOTSY	HOTSY CLEANING SYSTEM	11,721.90
02/15/2024	POOL	63011	KCSHERIF	KENOSHA CO SHERIFF DEPT	64,823.48
02/15/2024	POOL	63012	LAWEVANS	LAW OFFICE OF TIMOTHY R EVANS	1,906.25
02/15/2024	POOL	63013	MCDEVITTS	MCDEVITTS TOWING & REPAIR	19,291.81
02/15/2024	POOL	63014	MEN001	MENARDS - RACINE	883.86
02/15/2024	POOL	63015	PHILIPS	PHILIPS HEALTHCARE	4,720.05
02/15/2024	POOL	63016	QUADIENT	QUADIENT FINANCE USA INC	1,514.41
02/15/2024	POOL	63017	RICOHUSA	RICOH USA, INC	193.43
02/15/2024	POOL	63018	STAPLEAD	STAPLES	237.53
02/15/2024	POOL	63019	STRY001	STRYKER SALES LLC	1,288.34
02/15/2024	POOL	63020	TAP001	TAPCO	1,705.60
02/15/2024	POOL	63021	THEJOURNAL	THE JOURNAL TIMES	554.00
02/15/2024	POOL	63022	ULINE	ULINE	700.60
02/15/2024	POOL	63023	WANASEK	WANASEK CORPORATION	6,111.13
02/15/2024	POOL	63024	WEE001	WE ENERGIES	213.69
02/15/2024	POOL	63025	WEE001	WE ENERGIES	953.07
02/15/2024	POOL	63026	WEE001	WE ENERGIES	9,470.17
02/15/2024	POOL	63027	WEE002	WE ENERGIES	1,841.12
02/15/2024	POOL	63028	WELDSTAR	WELDSTAR COMPANY	369.67

POOL TOTALS:

Total of 30 Checks:	299,767.91
Less 0 Void Checks:	0.00
Total of 30 Disbursements:	299,767.91

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
02/22/2024	POOL	190(E)	KWIKTRIP	KWIK TRIP INC	7,012.56
02/22/2024	POOL	191(E)	WID002	WI DEPT OF JUSTICE	98.00
02/22/2024	POOL	63032	AED	AED ESSENTIALS INC	581.00
02/22/2024	POOL	63033	REFUND TAX	ANGELA FRIEND	86.09
02/22/2024	POOL	63034	BLAINFF	BLAIN SUPPLY INC	152.86
02/22/2024	POOL	63035	REFUND TAX	BRIAN & TAMI KILMER	80.34
02/22/2024	POOL	63036	REFUND TAX	COMMUNITY STATE BANK	249.01
02/22/2024	POOL	63037	CTI001	CONFERENCE TECHNOLOGIES INC D/B/A	697.26
02/22/2024	POOL	63038	REFUND TAX	CORELOGIC	4,984.32
02/22/2024	POOL	63039	REFUND TAX	CORELOGIC	2,219.75
02/22/2024	POOL	63040	REFUND TAX	DANIEL C TORRESIN	140.28
02/22/2024	POOL	63041	DIVERESCUE	DIVE RESCUE INTERNATIONAL INC	1,028.10
02/22/2024	POOL	63042	EMC	EMC INSURANCE COMPANIES	745.50
02/22/2024	POOL	63043	EME001	EMERGENCY MEDICAL PRODUCTS INC	24.32
02/22/2024	POOL	63044	REFUND TAX	FRANCIS HUGHES JR	712.91
02/22/2024	POOL	63045	UHS001	FROEDTERT SOUTH INC	596.40
02/22/2024	POOL	63046	REFUND TAX	JAMES & LINDA MIRANDA	97.27
02/22/2024	POOL	63047	JEF001	JEFFERSON FIRE & SAFETY INC	1,025.41
02/22/2024	POOL	63048	REFUND TAX	LERETA	4,287.34
02/22/2024	POOL	63049	REFUND TAX	LERETA	2,313.22
02/22/2024	POOL	63050	REFUND TAX	LORRIE A KRODEL	314.08
02/22/2024	POOL	63051	REFUND TAX	MARK & DEBRA SCHNEIDER	129.78
02/22/2024	POOL	63052	ODPBUS	ODP BUSINESS SOLUTIONS, LLC	231.33
02/22/2024	POOL	63053	REFUND TAX	PETER & TAMI VOIGHT	78.50
02/22/2024	POOL	63054	R&RINS	R & R INSURANCE SERVICES INC	19,364.00
02/22/2024	POOL	63055	REFUND TAX	RENO G. & LAURA A. KNUDSEN	661.14
02/22/2024	POOL	63056	SSI001	SAFERITE SOLUTIONS INC	5,683.17
02/22/2024	POOL	63057	REFUND TAX	SANKALP BENWA	98.39
02/22/2024	POOL	63058	STAPLEAD	STAPLES	92.93
02/22/2024	POOL	63059	EALY	TANYA EALY	278.17
02/22/2024	POOL	63060	WEE001	WE ENERGIES	4,076.11
02/22/2024	POOL	63061	WEE001	WE ENERGIES	39.74
02/22/2024	POOL	63062	WDR002	WI DEPT OF REVENUE	386.40
02/22/2024	POOL	63063	WDR002	WI DEPT OF REVENUE	193.20

POOL TOTALS:

Total of 34 Checks:

58,758.88

Less 0 Void Checks:

0.00

Total of 34 Disbursements:

58,758.88



**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: February 27th, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Action on proposed Ordinance No. 2024-002, An Ordinance of the Village of Somers Relating to Unnecessary Acceleration

BACKGROUND:

In late January, Administrator Peters received a correspondence from Lieutenant Gilley requesting that the Village consider enacting an ordinance to address unnecessary acceleration. Another goal of the proposed ordinance would be to prevent the intentional “squealing of tires”.

Attorney Davison has drafted the proposed ordinance. The proposed ordinance is modeled after a similar one in effect in the Town of Geneva.

PRIOR ACTION TAKEN:

This matter was reviewed and discussed at our February 21st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Administrator Peters would add that this ordinance would be helpful in addressing complaints he has received in the area of CTH KR and CTH EA. Staff would recommend approval of Ordinance No. 2024-002. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2024-002”

“Motion to approve proposed Ordinance No. 2024-002, An Ordinance of the Village of Somers Relating to Unnecessary Acceleration”

ATTACHMENTS:

ORDINANCE NO. 2024- 002

AN ORDINANCE TO CREATE SECTION 9.28
OF THE CODE OF ORDINANCES OF THE VILLAGE OF
SOMERS RELATING TO UNNECESSARY ACCELERATION

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby creates Section 9.28 of the Code of Ordinances of the Village of Somers
relating to unnecessary acceleration to read as follows:

9.28 UNNECESSARY ACCELERATION.

(A) No driver of any vehicle shall cause, by excessive and unnecessary acceleration, the tires of such vehicle to spin and emit loud noises or to unnecessarily throw stones or gravel; nor shall such driver cause to be made by excessive and unnecessary acceleration any loud noise as would disturb the public peace.

(B) No person shall start or accelerate any motor vehicle, motor drive cycle or motor driven machinery with an unnecessary exhibition of speed or power on any public or private way.

(C) Prima facie evidence of such unnecessary exhibition of speed or power shall include unreasonable squealing or screeching sounds emitted by the tires, the throwing of sand or gravel by the tires, the spinning of tires, or excessive noise of the engine. An "unnecessary exhibition of speed" shall mean speed greater than necessary to accelerate into the traffic flow.

(D) Anyone violating the terms of this ordinance shall be subject to the forfeiture provisions contained in Section 25.04 of these Ordinances.

Dated at Somers, Wisconsin, this _____ day of _____, 2024.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: February 27th, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Discussion and possible action on bid from RLP Diversified, Inc. for the Proposed Gitzlaff Phase II Stormwater Utility Project in the amount of \$92,998.63

BACKGROUND:

Gitzlaff Park is a 24-acre parcel that was donated to the Village of Somers by Larry Gitzlaff in 2007. Root-Pike WIN and the Village have worked together over the past few years to restore the North half of Gitzlaff Park. Phase I of the project was completed by Root Pike Win securing a \$125,000 grant from the Fund for Lake Michigan and U.S. Fish and Wildlife Service for the project's design and construction. No Village funds were used for design, construction, or short-term maintenance of Phase I. The project included the removal of invasive species, wetland scrapes and plantings. The improvements will serve to reduce flooding, curb erosion, increase water quality, diversify vegetation, and boost pollinators along the Somers Branch.

In 2021, the Village approved Resolution 2021-026 for Root Pike Win securing an implementation grant for Phase II at Gitzlaff Park. Phase II was originally allocated in our approved 2022 Budget. The Board also passed Resolution 2022-014 that stated that the Village would continue to work with Root, Pike Win to complete Phase II of both the Gitzlaff project and Neumiller Woods project.

Since 2021 Root Pike Win has been working as the Village's agent to complete Phase II. They have engaged Hey and Associates to design and bid the project. On December 7th, Staff met with Root-Pike WIN to discuss the bidding process for the upcoming Phase II of the Gitzlaff Park restoration. The necessary permits have been issued and the requisite publications for requests for bids were completed.

On February 22nd, bids for the project were opened. The received bids were as follows:

- | | |
|---------------------------|----------------|
| • A.W. Oakes & Sons, Inc. | \$128,560 |
| Racine, WI | Alt A \$45,000 |

	Alt B \$3,000 Total \$176,560
• HGS LLC Brodhead, WI	\$145,670.25 Alt A \$64,500 Alt B \$14,000 Total \$224,170.25
• CK Contractors Union Grove, WI	\$125,191.06 Alt A \$12,750 Alt B \$5,720 Total \$143,661.06
• RLP Diversified, Inc. Burlington, WI	\$67,998.63 Alt A \$15,000 Alt B \$10,000 Total \$92,998.63
• Musson Bros, Inc. Waukesha, WI	\$132,960.11 Alt A \$15,735 Alt B \$2,468.02 Total \$151,163.13
• DK Contractors Pleasant Prairie, WI	\$133,442 Alt A \$52,500 Alt B \$9,624 Total \$195,566

PRIOR ACTION TAKEN:

Phase II of the project would be paid partially by a \$50,000 contribution from the Village which was previously approved as a part of the 2024 Stormwater Utility CIP. The rest of the project is paid through grants secured by Root Pike WIN. The bids have not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineers from Hey and Associates reviewed the bids and recommended going with the lowest bidder, RLP Diversified. RLP Diversified is the firm that completed Phase I of the project. Root Pike WIN endorsed them as well. Administration recommends approval of the bid. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve bid from RLP Diversified, Inc. for the Proposed Gitzlaff Phase II Stormwater Utility Project in the amount of \$92,998.63.”

ATTACHMENTS:

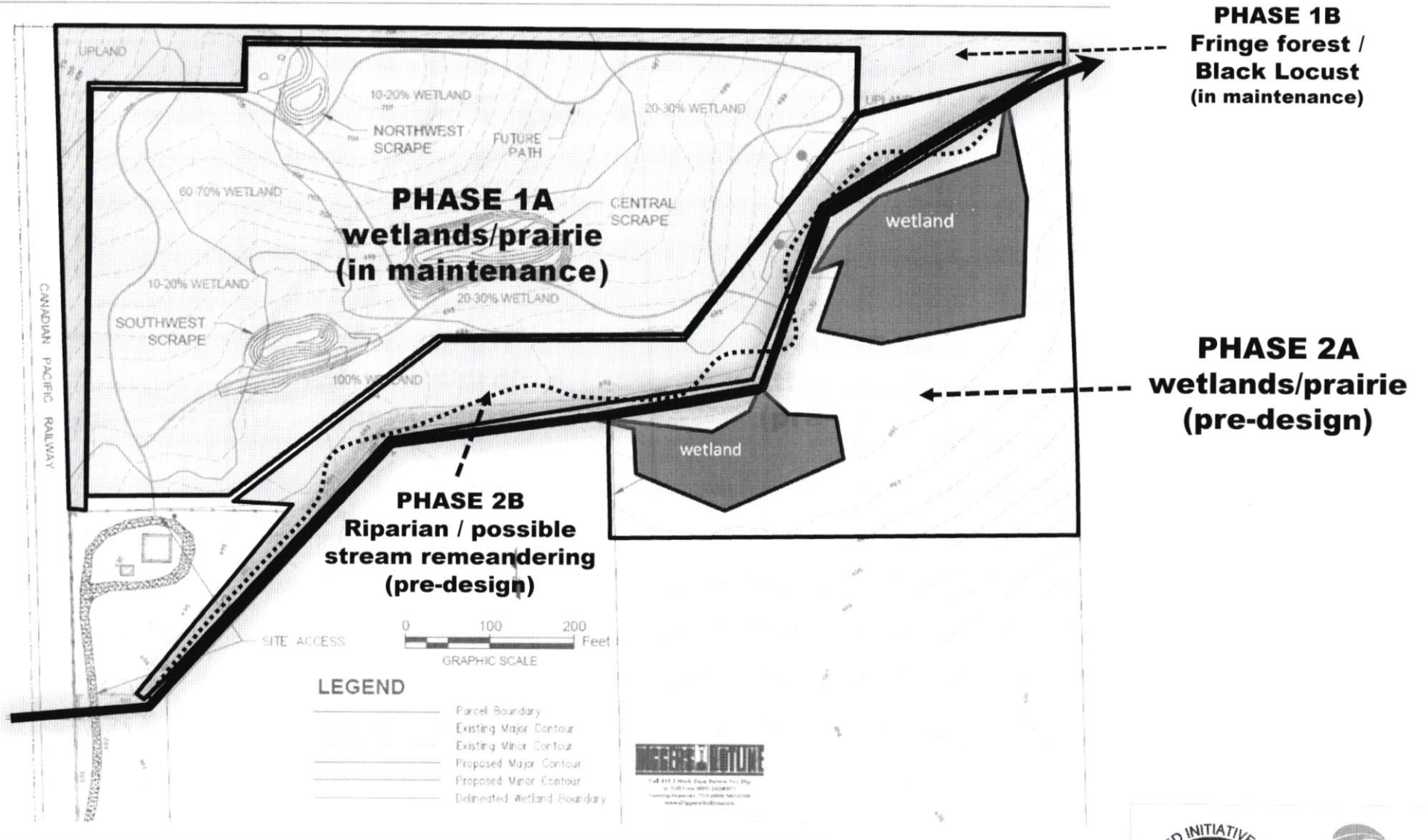
Map of the project

Consolidated CIP

Resolution 2022-014

Bid Results sheet by Hey and Associates, Inc.

Gitzlaff Park: Restoration Phases Update 2023



RESOLUTION 2022-014

RESOLUTION FOR THE IMPLEMENTATION OF THE PHASE TWO WETLAND RESTORATION
AND RIPARIAN BUFFER IMPROVEMENTS AT NEUMILLER WOODS AND GITZLAFF PARK
IN COOPERATION WITH ROOT-PIKE WATERSHED INITIATIVE NETWORK

The Governing Board of the Village of Somers, Kenosha County, Wisconsin does resolve as follows:

WHEREAS, the Village of Somers is interested in restoring approximately 3 acres of second generation forest and farmed areas within Neumiller Woods and 6 acres in Gitzlaff Park property for public recreation, streambank stabilization, flood mitigation, and water quality improvements, and

WHEREAS, similar Phase One restoration work has been successfully completed already in Neumiller Woods and Gitzlaff Park by Root-Pike WIN and,

WHEREAS, financial aid for the design activities has already been committed to these two projects by the Village of Somers and implementation and short-term maintenance grants are being pursued by Root-Pike WIN, and

WHEREAS, Root-Pike WIN has already secured an implementation grant from the U.S. Fish and Wildlife Service for some of the Gitzlaff Park Phase Two restoration activities with a value of \$95,000, and

WHEREAS, Root-Pike WIN is willing to provide implementation oversight for the Village of Somers as a partner to coordinate funding, act as the manager to obtain professional services to develop the plans, facilitate the obtaining the professional services for construction management, and manage the grant funds received to complete the restoration activities in both adjacent parks, and

WHEREAS, the restoration in Gitzlaff Park, project ID GI14, is defined in the Pike River Watershed Restoration Plan, which was approved by the Department of Natural Resources and the Environmental Protection Agency, which follows the EPA's Nine Key Element program, and

WHEREAS, the Village of Somers formally adopted the Pike River Watershed Restoration Plan, and

WHEREAS, the recommendation in the Pike River Watershed Restoration Plan is designated as a "High" priority under the "Priority Green Infrastructure Areas" section, and states specifically, "Naturalize and protect parcel as natural area/open space", and

WHEREAS, the restoration of this portion of the Neumiller Woods and Gitzlaff Park projects would continue to serve the community by providing more improved natural areas for public recreation, reduced downstream flooding, minimized erosion, and less stormwater pollutant loads to be managed by the Village's DNR Storm Water Permit, and enhanced biodiversity through improved habitats, which creates a place where people want to be, and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Somers will cooperatively work with Root-Pike Watershed Initiative Network (a 501©3 non-profit organization that initiated and implements the adopted 2014 Pike River Plan) to manage the design, funding, and implementation of the attached Phase Two Concept Plans, and HEREBY AUTHORIZES Mr. Dave Giordano, Executive Director of Root-Pike Watershed Initiative Network to act on behalf of the Village of Somers to:

1. Search and apply for grants to fund the Gitzlaff Park and Neumiller Woods Phase Two projects;
2. Prepare and submit grant application for said projects;
3. Assist the Village of Somers by managing the design, implementation, and short-term maintenance (three years) of said projects as guided by the *2014 Somers Branch Plan* recommendations for these parcels;
4. Abide by the Village of Somers' rules, regulations, and approval procedures for sourcing the design and implementation partners for said projects.

Adopted by the Village Board of the Village of Somers, Kenosha County, Wisconsin, this TBD day of TBD, 2022. I hereby certify that the foregoing resolution was duly adopted by the Somers Village Board of Trustees at a legal meeting on ~~TBD~~ ^{27th} day of ~~TBD~~ ^{September}, 2022.

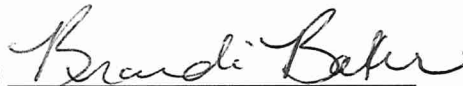
Village of Somers

By:

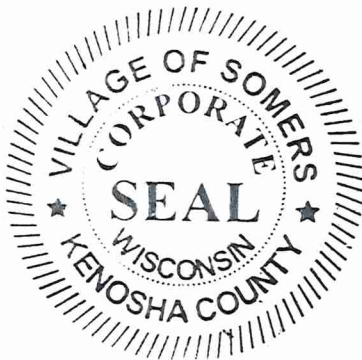


George Stoner, President

Attest:



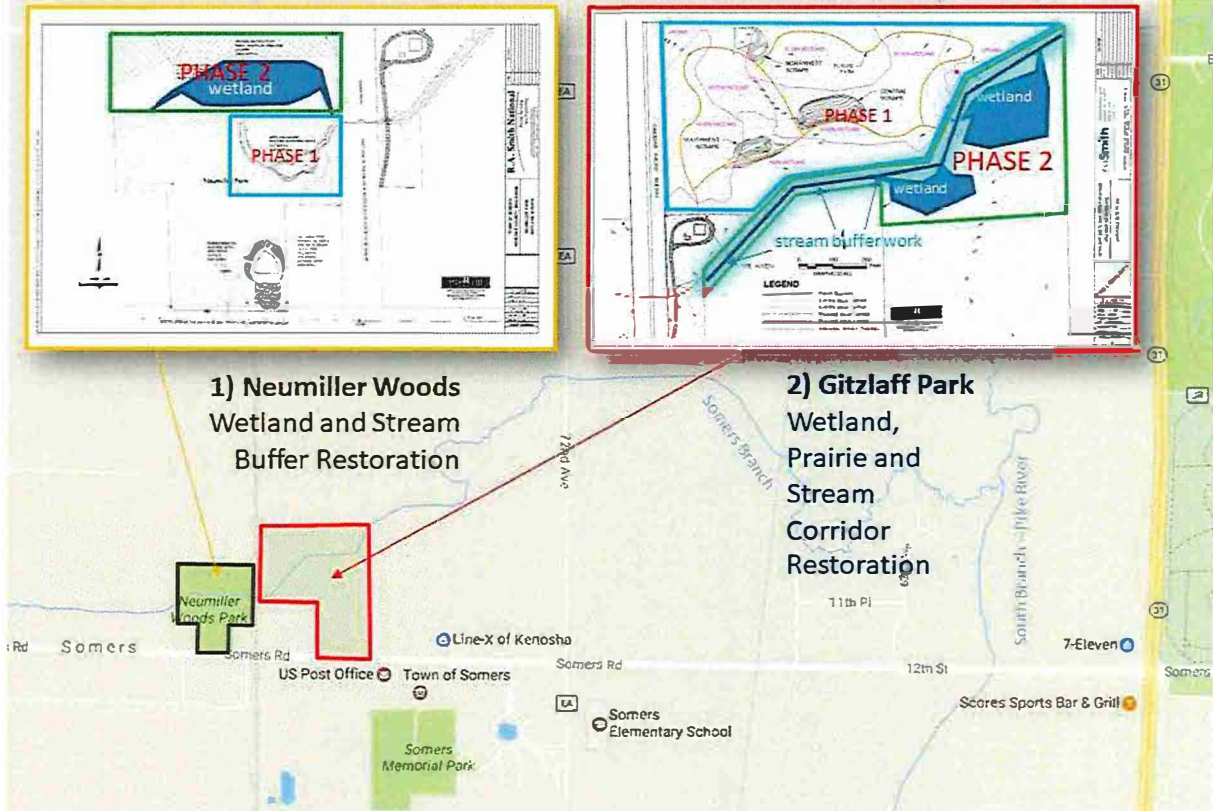
Brandi Baker, Village Clerk and Treasurer



Encl. "Phase Two Concept Plans"
"Phase Two GIS Area Measurements"

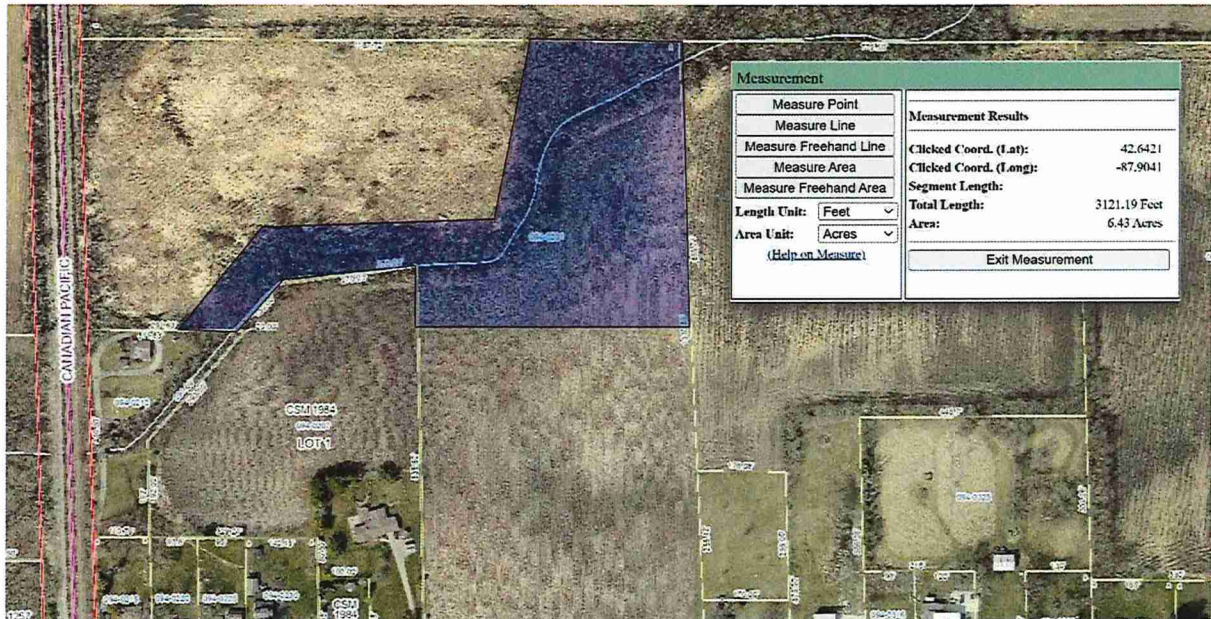
Phase Two Concept Plans

Neumiller Woods and Gitzlaff Park: Restoration Phases

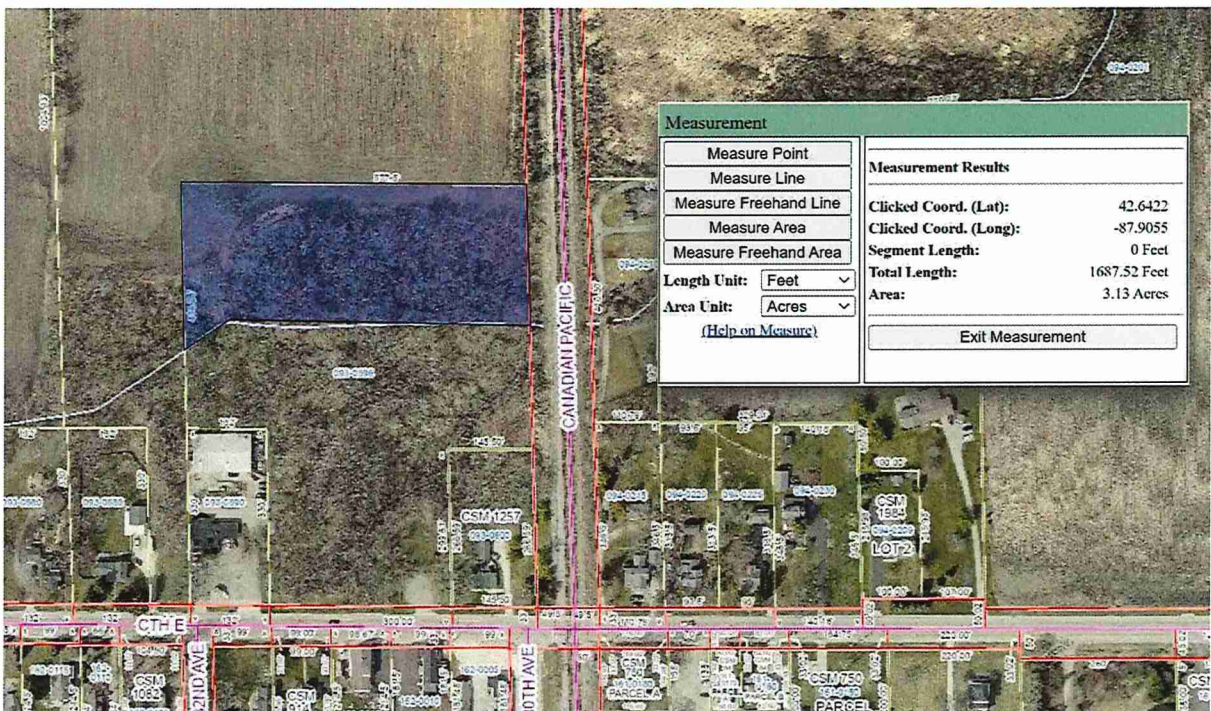


Phase Two GIS Area Measurements

Gitzlaff Park Phase Two Project Area



Neumiller Woods Phase Two Project Area



Project: Gitzlaff Park Improvements - Phase II
Owner: Village of Somers, Root-Pike WIN
Solicitor: Village of Somers
Hey Project Number: 22-0446
Quest Project Number: 8963061
Date: 2/22/2024

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Engineer Estimate		A.W Oakes & Son, Inc.		HGS LLC (RES)		CK Contractors		RLP Diversified, Inc.		Musson Bros, Inc.		DK Contractors			
								Prequalified		Not Prequalified		Prequalified		Prequalified		Prequalified		Prequalified		Prequalified	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid																					
	1	SP-1	RESTORATION EXCAVATION	CY	2700	\$ 30.00	\$ 81,000.00	\$ 19.66	\$ 53,082.00	\$ 31.01	\$ 83,727.00	\$ 20.00	\$ 54,000.00	\$ 8.70	\$ 23,490.00	\$ 32.19	\$ 86,913.00	\$ 23.00	\$ 62,100.00		
	2	628.1504	SILT FENCE	FT	75	\$ 5.00	\$ 375.00	\$ 7.00	\$ 525.00	\$ 5.85	\$ 438.75	\$ 5.00	\$ 375.00	\$ 8.00	\$ 600.00	\$ 10.00	\$ 750.00	\$ 5.00	\$ 375.00		
	3	628.2027	EROSION MAT CLASS II TYPE C	SY	4727	\$ 2.50	\$ 11,817.50	\$ 4.60	\$ 21,744.20	\$ 3.50	\$ 16,544.50	\$ 4.80	\$ 22,689.60	\$ 3.00	\$ 14,181.00	\$ 3.45	\$ 16,308.15	\$ 4.00	\$ 18,908.00		
	4	SP-2	APRON ENDWALLS FOR CULVERT PIPE (4-8")	EA	6	\$ 200.00	\$ 1,200.00	\$ 1,506.00	\$ 9,036.00	\$ 552.00	\$ 3,312.00	\$ 907.50	\$ 5,445.00	\$ 400.00	\$ 2,400.00	\$ 1,197.34	\$ 7,184.04	\$ 1,813.00	\$ 10,878.00		
	5	606.0200	RIPRAP MEDIUM	CY	109	\$ 250.00	\$ 27,250.00	\$ 142.00	\$ 15,478.00	\$ 154.00	\$ 16,786.00	\$ 141.50	\$ 15,423.50	\$ 120.00	\$ 13,080.00	\$ 172.88	\$ 18,843.92	\$ 160.00	\$ 17,440.00		
	6	SP-3	SEEDING: EMERGENT	LB	1	\$ 150.00	\$ 150.00	\$ 3,334.00	\$ 3,334.00	\$ 1,275.00	\$ 1,275.00	\$ 862.50	\$ 862.50	\$ 2,312.93	\$ 2,312.93	\$ 150.00	\$ 150.00	\$ 608.00	\$ 608.00		
	7	SP-3	SEEDING: WET PRAIRIE	LB	18	\$ 320.00	\$ 5,760.00	\$ 681.00	\$ 12,258.00	\$ 673.00	\$ 12,114.00	\$ 480.00	\$ 8,640.00	\$ 439.71	\$ 7,914.78	\$ 45.00	\$ 810.00	\$ 423.00	\$ 7,614.00		
	8	SP-3	SEEDING: UPLAND	LB	38	\$ 165.00	\$ 6,270.00	\$ 344.00	\$ 13,072.00	\$ 259.00	\$ 9,842.00	\$ 462.00	\$ 17,556.00	\$ 95.84	\$ 3,641.92	\$ 52.00	\$ 1,976.00	\$ 407.00	\$ 15,466.00		
	9	630.0140	SEEDING MIXTURE NO. 40	LB	1	\$ 10.00	\$ 10.00	\$ 30.80	\$ 30.80	\$ 1,631.00	\$ 1,631.00	\$ 200.00	\$ 200.00	\$ 378.00	\$ 378.00	\$ 25.00	\$ 25.00	\$ 53.00	\$ 53.00		
Base Bid Total:							\$ 133,832.50		\$ 128,560.00		\$ 145,670.25		\$ 125,191.60		\$ 67,998.63		\$ 132,960.11		\$ 133,442.00		
Alternate 1																					
	A-1	SP-1	RESTORATION EXCAVATION	CY	1500	\$ 30.00	\$ 45,000.00	\$ 5.52	\$ 8,280.00	\$ 43.00	\$ 64,500.00	\$ 8.50	\$ 12,750.00	\$ 10.00	\$ 15,000.00	\$ 10.49	\$ 15,735.00	\$ 35.00	\$ 52,500.00		
	A-2	SP-4	ROCK GRADE CONTROL RIFFLE	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 10,300.00	\$ 20,600.00	\$ 7,000.00	\$ 14,000.00	\$ 2,860.00	\$ 5,720.00	\$ 5,000.00	\$ 10,000.00	\$ 1,234.01	\$ 2,468.02	\$ 4,812.00	\$ 9,624.00		
Alternate Total:							\$ 48,000.00		\$ 28,880.00		\$ 78,500.00		\$ 18,470.00		\$ 25,000.00		\$ 18,203.02		\$ 62,124.00		

The low bidder to be awarded shall be determined based upon the aggregated cost of the base bid items.



**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: February 27th, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant to the Administrator

AGENDA ITEM: #9 Action on licensing agreement with Red Star Soccer Club for the use of Memorial Park Fields (agreement term August 1, 2024 through July 31, 2026)

BACKGROUND:

In 2018, the Village entered into a licensing agreement with the Red Star Soccer Club for the use of Memorial Park Fields. It was renewed in 2021 for a two-year term which expires this year. The basics of the agreement were as follows:

- Red Star had use of the fields Monday through Friday from 5 p.m. to 9 p.m. from Aug. 10, 2022 through May 20, 2024.
- Red Star pays Village \$2,000.
- Red Star responsible for lining soccer fields.
- Agreement attempts prevent any overlap with other organized programs.

Attorney Davison has drafted the updated lease agreement. The terms of the new agreement remain essentially the same but for a fee increase and an adjustment to the time of year the club has use of the field to better reflect actual use.

- Red Star will have use of the fields Monday through Friday from 5 p.m. to 9 p.m. from Aug. 1, 2024 through July 31, 2026 at which time the agreement will expire.
- Red Star to pay the Village \$2,500.

PRIOR ACTION TAKEN:

The matter was reviewed and discussed at our February 21st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

As evidenced by the number of participants, this partnership between the Village of Somers and Red Star Soccer Club has been very successful. Administration feels the increase is fair. Red Star is agreeable to the increase. Staff would recommend approval of the proposed agreement with Red Star. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve licensing agreement with Red Star Soccer Club for the use of Memorial Park Fields (agreement term August 1, 2024 through July 31, 2026)”

ATTACHMENTS:

Proposed Red Star Soccer Club License Agreement

LICENSE AGREEMENT

Agreement made on this _____ day of _____, 2024, by and between the VILLAGE OF SOMERS, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as "Village") and RED STAR SOCCER CLUB, INC., a not-for-profit corporation duly organized and existing under the laws of the State of Wisconsin, maintaining a registered office at 6633 Green Bay Road, Kenosha, WI 53142 (hereinafter referred to as "Non-Profit Corporation").

WHEREAS, the Village and Non-Profit Corporation desire to enter into a License Agreement for the use by the Non-Profit Corporation for a portion of that part of real property owned by the Village and known as Somers Memorial Park, a true and correct copy of which description is attached hereto, marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, Non-Profit Corporation was organized for the purpose of training youth soccer players in a competitive environment and sponsoring teams of youth soccer players to compete at the club level (e.g. above recreational soccer); and

WHEREAS, Village and Non-Profit Corporation have determined that the portion of Somers Memorial Park described on the attached Exhibit "A" is suitable for the use by the Non-Profit Corporation for practice, training and competitive games of soccer. Hereafter, that portion of the Somers Memorial Park to be utilized for these purposes shall be referred to as the "Facility".

For the reasons set forth above and in consideration of the mutual promises of the parties to this Agreement and for such other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **USE OF FACILITY.** Non-Profit Corporation shall be granted the exclusive use of the Facility on Monday through Friday evenings from 5:00 p.m. to 9:00 p.m. and at such times and under such conditions as are agreed upon by the Village Administrator. Non-Profit Corporation shall be entitled to exclusive use of the Facility for league games on Saturdays and Sundays. It is understood and agreed that during such times when the Non-Profit Corporation is granted use of the Facility as stated herein, that use shall be exclusive to the Non-Profit Corporation. However, Non-Profit Corporation understands and agrees that at such other times when the exclusivity of use has not been previously agreed upon with the Non-Profit Corporation, that other individuals and/or groups are free to use all or portions of the Facility; that is to say, at such times when the Non-Profit Corporation has not been granted exclusivity of use of the Facility, such use shall be on a "first come, first serve" basis.

2. **TERM OF LICENSE.** The term of this license shall be for a period commencing August 1, 2024 and ending July 31, 2026. The parties may enter into subsequent renewals of this license by a memorandum of understanding executed by the Village President and the President of the Non-Profit Corporation.

3. **LICENSE FEES.** During each license year, which shall be defined as the period from August 1 through July 31, Non-Profit Corporation shall pay to the Village, in advance, the sum of Two Thousand Five Hundred (\$2,500.00) Dollars.

4. **INSURANCE.** Non-Profit Corporation shall obtain and maintain appropriate liability insurance in such amounts as are acceptable to the Village Attorney and which names the Village as additional insured and shall provide to the Village a certificate of insurance for each year during the term of this License Agreement.

5. **LICENSEE OBLIGATIONS.** Non-Profit Corporation shall be responsible for the timely repair of any and all Facility/field damage caused by soccer activities and shall be responsible for the cost of any athletic equipment or additional landscaping equipment deemed necessary by the Non-Profit Corporation in maintaining the Facility beyond normal maintenance. This shall include the purchase of a line sprayer and paint for the same which shall be purchased by the Non-Profit Corporation. Village shall have no responsibility for lining the fields. Normal maintenance for purposes of this License Agreement shall include regular mowing, which shall be completed by the Village. Village shall also fertilize the Facility and spray for weeds in each case not less than once annually during the term of this Agreement. Non-Profit Corporation shall be responsible for the cost of any utilities or other maintenance services caused by the activities of the Non-Profit Corporation on the Facility property, including but not limited to, the consumption of electricity utilized in connection with the use of field lights.

6. **CONCESSION RIGHTS.** Non-Profit Corporation shall not be entitled to operate any type of concession Facility or enter into an agreement with any third party for concessions. Village reserves all rights to enter into concession agreements with independent contractors for the Facility during the term of this agreement.

7. **LIAISON FOR VILLAGE.** Coordinating the use of the Facility by the Non-Profit Corporation shall be through the Village Administrator. While the license granted hereunder allows for guaranteed use of all or a portion of the facilities, it does not guarantee specific times, other than as is stated above and is subject to such other agreements as are entered into by Village and other third parties, dates or field locations. All scheduling of Facility use other than the exclusive use periods granted by this agreement and equipment left on the field must be with the express permission of the Village Administrator in writing. Non-Profit Corporation may place equipment, including but not limited to, portable goals on the Facility, but will be responsible for all maintenance, loss or damage to the same.

8. **DEFAULT.** Should Non-Profit Corporation fail in any respect to comply with the terms and conditions of this Agreement and should Village notify Non-Profit Corporation in writing the matters in regard to which default is asserted, and should Non-Profit Corporation either fail to cure the default within thirty (30) days after the giving of notice of the

commencement of the thirty (30) days to rectify the default and continue thereafter to use due diligence to rectify the default until it is rectified or cured, then Village may cancel this Agreement at any time thereafter during the continuance of the default by giving written notice to the Non-Profit Corporation of the election to terminate. In the event of termination of this Agreement, Non-Profit Corporation shall remove its personal property from the Facility forthwith.

9. **NON-DISCRIMINATION**. Non-Profit Corporation shall not discriminate against any person either for employment or for participation for programs run by Non-Profit Corporation because of race, color, creed, sex, sexual orientation, age or national origin.

10. **ASSIGNMENT**. Non-Profit Corporation recognizes that this Agreement is based on Non-Profit Corporation's presentation to the Village Board. Non-Profit Corporation shall not assign or transfer this Agreement to any other person or corporation without prior written consent of the Village.

11. **MODIFICATION**. This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement.

12. **GOOD FAITH AND FAIR DEALING**. The parties agree that they shall deal with one another fairly and in good faith. If this Agreement provides that any approving party may grant or withhold its approval or consent, the approving party shall not unreasonably withhold, condition or delay its approval.

13. **SEVERABILITY**. If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

14. **EXECUTION OF COUNTERPARTS**. This Agreement may be executed as two (2) or more counterparts, with each acting as an original.

15. **INTEGRATION**. This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof, except as subsequently agreed upon by Village Administrator and Non-Profit Corporation as relates to scheduling only.

16. **CHOICE OF LAW AND VENUE.** This Agreement shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party.

17. **WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.** Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived except by an agreement in writing signed by the waiving party.

18. **CONSTRUCTION.** Each party to this Agreement and its respective legal counsel acknowledge that it has had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, neither party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

19. **NOMENCLATURE.** The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

20. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to benefit or be enforceable by any person other than the Village, the Non-Profit Corporation and their respective successors and assigns. This Agreement shall be binding upon and be for the benefit of the Village, the Non-Profit Corporation and their respective successors and assigns only.

WITNESS OUR HANDS AND SEALS this ____ day of _____, 2024.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024, the above named George Stoner, President and Brandi Baker, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public; State of Wisconsin
My commission expires _____.

LICENSEE
RED STAR SOCCER CLUB, INC.

By: _____

Its: President

By: _____

Its: Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

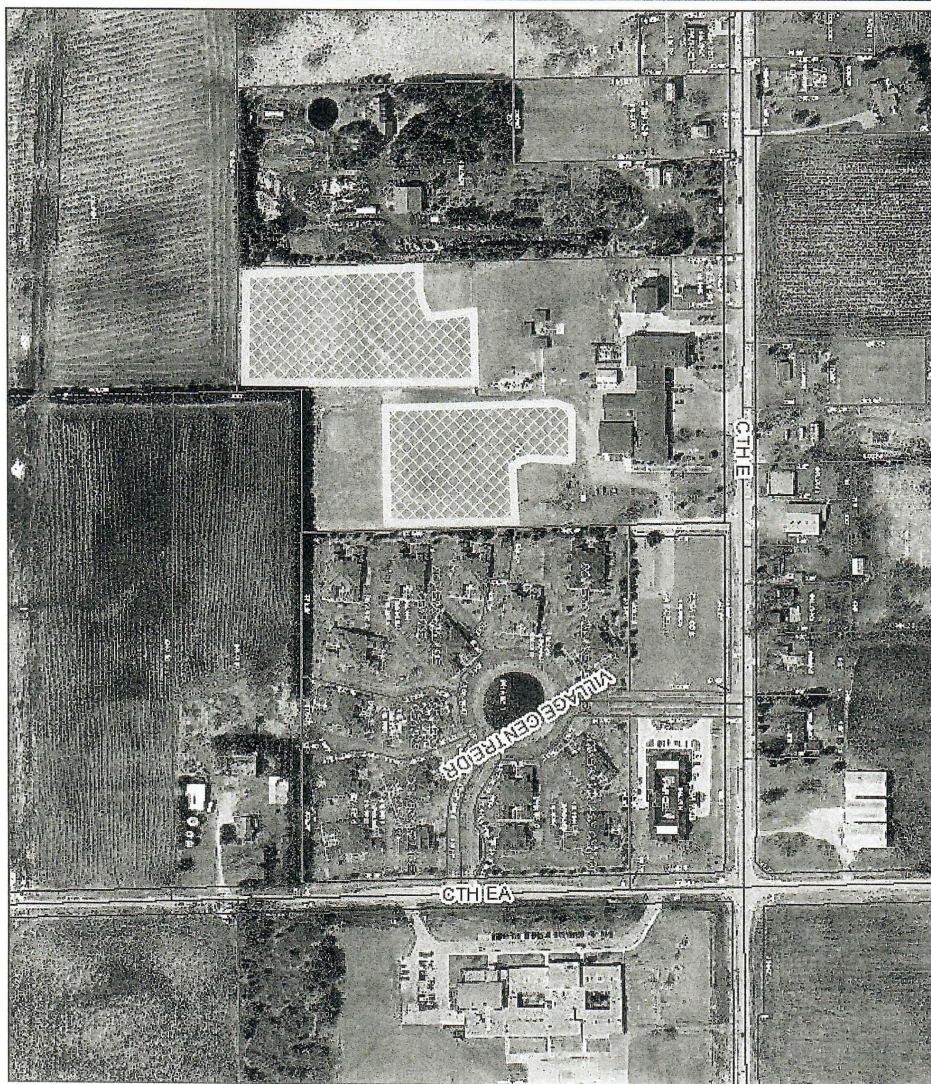
Personally came before me this ____ day of _____, 2024, the above _____
and _____ on behalf of Red Star Soccer Club, Inc., to me known to be the
persons who executed the foregoing instrument and acknowledged the same.

Printed Name: _____

Notary Public; _____ County, _____

My commission expires _____.

EXHIBIT "A"





**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: February 27th, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #10 Action on appointment of Troy Steege to the Plan Commission to serve the remaining term of Plan Commissioner Paul Aiello (set to expire 04/30/2024) and to approve a new three-year term on the Plan Commission for Troy Steege (3-year term to expire 04/30/2027)

BACKGROUND:

Plan Commissioner Paul Aiello informed the Village that he needed to resign his post. This post was set to expire on April 30th. On January 30th, President Stoner, Trustee Nelson and Administration met with Troy Steege to discuss his interest in serving on the Plan Commission. Troy Steege is a licensed Architect and Senior Project manager, specializing in the healthcare industry. He has previously worked for Advocate Aurora Health.

PRIOR ACTION TAKEN:

This appointment was reviewed and discussed at our February 21st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend the appointment of Mr. Steege to the Plan Commission. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve appointment of Troy Steege to the Plan Commission to serve the remaining term of Plan Commissioner Paul Aiello (set to expire 04/30/2024) and to approve a new three-year term on the Plan Commission for Troy Steege (3-year term to expire 04/30/2027)”

ATTACHMENTS:

Letter of Interest

1315 45th Avenue
Somers, Wisconsin 53144

January 30, 2024

Jason Peters
Village and Town Administrator
Village and Town of Somers
7511 12th Street
Somers, Wisconsin 53144

Mr. Peters,

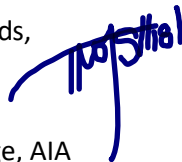
Thank you for the time for our conversation on Tuesday, January 30 to discuss the potential of me filling one of the vacant seats with the Village and Town of Somers Planning Commission. I greatly enjoyed discussing objectives of the Planning Commission, and ongoing and anticipated development.

As a Wisconsin licensed architect, I have extensive experience in the planning, design and construction of projects in different municipalities throughout the state and nationally. While my professional focus is healthcare architecture, I have completed single and multi-family residential, senior care, educational, commercial, and industrial project work as part of private and public developments.

In addition, I have served with several state and national professional organizations. I have served as President of the Milwaukee Chapter of the Construction Specifications Institute, AIA Wisconsin Architects Foundation Board Member, and Core Team Member of the Lean Construction Institute Milwaukee Community of Practice.

I welcome the opportunity to join the Planning Commission should you agree that my background would be a fit for the needs of the Village and Town of Somers, and am happy to discuss any aspect of this further. I look forward to hearing back from you.

Kind regards,

A handwritten signature in blue ink, appearing to read 'Troy Steege', with a stylized flourish extending from the end.

Troy Steege, AIA



www.somers.org

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

**VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM**

MEETING DATE: February 27, 2024

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #11 Public Hearing for Original “Class B” Combo Liquor License for the Hobnob Restaurant INC

#12 Action on Original “Class B” Combo Liquor License for the Hobnob INC

#13 Action on Probationary Cabaret License for Hobnob INC

BACKGROUND:

Khiyyam Fazal has submitted an Original “Class B” Combo liquor license and Probationary Cabaret license for the Hobnob Restaurant INC located at 277 Sheridan Road. Mr. Fazal will be purchasing the property from the current owners at the end of February.

Fire and Building Inspections have been completed, no issues have been found with either. Both reports are included.

PRIOR ACTION TAKEN:

These applications were discussed during the February 21 Village Work Session

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to open public hearing”

HOLD PUBLIC HEARING

“Motion to close public hearing”

“Motion to approve Original “Class B” Combo Liquor License for the Hobnob INC”

“Motion to approve Probationary Cabaret License for Hobnob INC”

ATTACHMENTS:

Class B” Combo Liquor License Application

Probationary Cabaret License Application

Fire Inspection Report

Building Inspection Report

Form
AT-106

Original Alcohol Beverage
License Application

FOR CLERKS ONLY
Municipality
License Period

License(s) Requested

- ☐ Class "A" Beer \$ 100.00 ☐ "Class A" Liquor \$ 500.00
- ☒ Class "B" Beer \$ 100.00 ☒ "Class B" Liquor \$ 500.00
- ☒ "Class C" Wine \$ 75.00 ☐ "Class A" Liquor (Cider Only) \$ 0
- ☐ Reserve "Class B" Liquor \$ ☐ "Class B" (Wine Only) Winery \$

License Fees	\$ 600.00
Publication Fee	\$ 40.00
Background Check	\$ 10.00
Total Fees	\$ 650.00

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
HOBNOB RESTAURANT INC
2. Trade Name or DBA
HONOB RESTAURANT
3. Premises Address
277 SHERIDAN RD RACINE, WI 53403
4. County KENOSHA 5. Municipality VILLAGE OF SOMERS 6. Aldermanic District
7. Mailing Address (if different from premises address) 7 SHORESIDE DR, SOUTH BARRINGTON, IL 60070
8. FEIN 99-1056935 9. Wisconsin Seller's Permit Number APPLIED FOR
10. Premises Phone 201-294-1656 11. Premises Email KHANF1954@AOL.COM
12. Entity Type (check one)
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.
HOBNOB RESTAURANT IS A STANDALONE BUILDING WITH A RESTAURANT AND A BAR. IT HAS THREE COLD STORAGE AND THREE FREEZERS.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only		
1. State of Registration WISCONSIN	2. Date of Registration 01/31/2024	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No		
Name of Parent Company	FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☐ No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name KHAN-BAND	Agent's First Name SHANIM	Phone 973-979-4876

Part D: Individual Information
A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
FAZAL	KHIYYAN	PRESIDENT	201-294-1656

Part E: Attestation		
Who must sign this application? • sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC		
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.		
Signature Khiyyan Fazal	Date 02/01/2023	
Name (Last, First, M.I.) FAZAL, KHIYYAN		
Title PRESIDENT	Email KHANFI954@AOL.COM	Phone 201-294-1656

Part F: For Clerk Use Only		
Date application was filed with clerk 2.2.2024	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☒ Village of SOMERS County of KENOSHA
☐ City

The undersigned duly authorized officer/member/manager of HOBNOB RESTAURANT INC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

HOBNOB RESTAURANT
(Trade Name)

located at 277 SHERIDAN RD, RACINE WI 53403

appoints SHAMIM KHAN-BANO
(Name of Appointed Agent)

12892 71ST ST #1409, KENOSHA WI 53142
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 3 YEARS

Place of residence last year 12892 71ST STREET #1409 KENOSHA, WI 53142

For: HOBNOB RESTAURANT INC
(Name of Corporation / Organization / Limited Liability Company)

By: Shamim Khan-Bano
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Shamim Khan-Bano, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Shamim Khan-Bano 02/01/2024
(Signature of Agent) (Date)

12892 71ST ST #1409 KENOSHA, WI 53142
(Home Address of Agent)

Agent's age 46

Date of birth 10/20/1977

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) FAZAL		(first name) KHIXYAM		(middle name)	
Home Address (street/route) 7 SHORESIDE DR		Post Office	City SOUTH BARRINGTON	State IL	Zip Code 60010
Home Phone Number 201-294-1656		Age 43	Date of Birth 03/24/1981	Place of Birth PAKISTAN	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☒ **PRESIDENT, OFFICER** of **HOBNOB RESTAURANT INC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

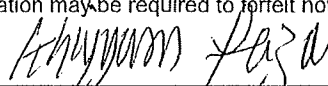
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? _____
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.) _____
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending. _____
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. **OFFICER OF THE CORPORATION**
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name EAGLE EXPRESS TRAVEL CENTER	Employer's Address N 2536 KASAL LN, PESHTIGO WI 54156	Employed From 08/2018	To Till NOW
Employer's Name KASH HOLDING LLC	Employer's Address 705 5TH AVE N, HURLEY, WI 54434	Employed From 04/2016	To Till NOW

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named Individual)



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L2145354288

KHIYYAM FAZAL
HOBNOB RESTAURANT INC
7 SHORESIDE DR
SOUTH BARRINGTON IL 60010-5310

Wisconsin Department of Revenue Seller's Permit

Legal/real name: HOBNOB RESTAURANT INC
Business name: HOBNOB RESTAURANT
277 SHERIDAN RD
RACINE WI 53403-9653

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031557992-04