



# VILLAGE OF TWIN LAKES

108 East Main Street P O Box 1024 Twin Lakes, Wisconsin 53181

Phone (262) 877-2858 Fax (262) 877-4019

## VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

Monday, November 1, 2021 – 6:30 p.m.

Village Hall, 108 E. Main Street, Twin Lakes, WI

### AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: TRUSTEES ANDRES, BOWER, FITZGERALD, KAROW, KASKIN, KNOLL, PRESIDENT SKINNER
4. PUBLIC COMMENTS AND QUESTIONS: The Village Board will receive comments on all agenda items only.
5. PRESIDENT AND TRUSTEE REPORTS
  - A. TRUSTEE SHARON BOWER - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING
    1. Other?
  - B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION
    1. Discussion regarding a request from Oak Meadow Subdivision to extend their sidewalk installation deadline.
    2. Discussion regarding the 2022 road project.
    3. Discussion regarding amending section 10.28 of the Village Code Pertaining to Stop Streets and Parking Limitations.
    4. Other?
  - C. TRUSTEE BILL KASKIN - CEMETERY, SANITATION, RECYCLING, SENIORS
    1. Other?
  - D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS
    1. Consideration of a motion to approve Ordinance 2021-11-1 Pertaining to Swimming Pools.
    2. Other?
  - E. TRUSTEE JEREMY KNOLL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES
    1. Discussion regarding a request from the Aquanuts to extend their concession stand lease with the Village.

2. Other?

F. TRUSTEE BARB ANDRES - SEWER, HEALTH AND ENVIRONMENT, YOUTH,  
LIBRARY

1. Other?

G. VILLAGE PRESIDENT HOWARD SKINNER

1. Other?

6. ADJOURN

\*\*\*MATTERS MAY BE TAKEN IN ORDER OTHER THAN LISTED\*\*\*

*Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Clerk Treasurer's office in advance so the appropriate accommodations can be made.*

October 25, 2021

Ms. Laura Roesslein  
Village Administrator  
Village of Twin Lakes  
108 E. Main Street  
Twin Lakes, WI 53181

Subject: Recommendation for Oak Meadow Subdivision Phase 2A - Letter of Credit extension

Dear Laura:

The Oak Meadow Phase 2A subdivision was conditionally accepted by the Village in November 2019. Per the Developer's Agreement, the Developer (Keith Keating) has 2 years to install the sidewalk at each lot as it is developed to allow the sidewalk to be installed after each home is constructed. Per the Agreement, all sidewalk was to have been completed by November 1, 2021. The sidewalk is the only work remaining as part of this phase of the subdivision.

To date, only 2 of the 12 lots have been developed and have completed the installation of their portion of the sidewalk (approximately 800 sq. ft.). The Village holds a Letter of Credit for this project from Greenwood State Bank in the amount of \$45,265 for 120% of the estimated value of the approximate 8,800 sq. ft. of sidewalk to be installed as part of this development.

Due to the limited development of this subdivision this past year and difficulties in enlisting a contractor late in the season for this work, the Developer has requested a one-year extension on the Agreement to install the sidewalk. It is recommended that the Village consider allowing a one-year extension for the installation of the sidewalk, and that the Village continue to hold the Letter of Credit until all remaining items are addressed to the satisfaction of the Village Public Works.

If you have any questions regarding this Letter of Credit, please feel free to contact me at 262.925.3210, or at [gdroessler@tcengineers.net](mailto:gdroessler@tcengineers.net).

Sincerely,  
TOWN & COUNTRY ENGINEERING, INC.



Gregory J. Droessler, P.E.  
Vice-President

CC:

*Keith Keating – Oak Meadows, LLC (email)*  
*Stan Clause, Jr. – Village of Twin Lakes Public Works (email)*

5.)B.)2.

This is Task Order No. 19,  
consisting of 3 pages. (TL 35)

**Task Order – Standard Hourly Rates Basis**

In accordance with Paragraph 1.01 of the Agreement Between the Village of Twin Lakes (Owner) and Town & Country Engineering, Inc. (Engineer) for Professional Services – Task Order Edition, dated October 22, 2015 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: October 25, 2021
- b. Specific Project (title): 2022 Street Reconstruction
- c. Specific Project (description): See Attachment A

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are described in Attachment A and the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

**3. Additional Services**

Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, as attached to the Agreement referred to above, such Article and Exhibit being hereby incorporated by reference, subject to the following: None.

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A, as attached to the Agreement referred to above, or elsewhere, the parties shall meet the schedule set forth in Attachment A.

## 6. Payments to Engineer

- A. Owner shall pay Engineer for Basic Services set forth above, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
  2. Engineer's Standard Hourly Rates Schedule is shown below.
  3. The total compensation for services under this Task Order is estimated not-to-exceed \$35,000.
- B. Compensation for Reimbursable Expenses
1. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth below.

### Standard Hourly Rates and Reimbursable Expense Rates Schedule

Standard Hourly Rates and Reimbursable Expense Rates are set forth below. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

#### *Schedule:*

Principal/Senior Project Manager.....	\$145.00 per hour
Senior Project Engineer .....	\$125.00 per hour
Project Engineer II.....	\$115.00 per hour
Project Engineer I.....	\$110.00 per hour
Branch Office Engineer .....	\$105.00 per hour
Staff Engineer II.....	\$95.00 per hour
Staff Engineer I.....	\$85.00 per hour
Senior Engineering Technician.....	\$85.00 per hour
Engineering Technician II.....	\$75.00 per hour
Engineering Technician I.....	\$65.00 per hour
Resident Inspector II .....	\$80.00 per hour
Resident Inspector I .....	\$65.00 per hour
Grant Writer.....	\$70.00 per hour
Secretary II.....	\$55.00 per hour
Secretary I.....	\$50.00 per hour
Mileage .....	\$0.65 per mile
Total Station/GPS Survey Equipment .....	\$20.00 per hour of actual use
Computer used for CADD .....	\$15.00 per hour of actual use
Plotter .....	\$15.00 per plan page

## 7. Terms and Conditions



# ATTACHMENT A

## MEMORANDUM

Date: October 25, 2021  
To: Laura Roesslein – Village of Twin Lakes  
From: Greg Droessler, P.E.  
Subject: Village of Twin Lake – 2022 Street Reconstruction

### Project Scope and Understanding

The project includes roadway improvements to approximately 6,600 lineal feet (1.2 mile) of local streets within the Village, as well as the addition of storm sewer in Pawley Avenue and Thomas Court. The project will be funded by local funds from the Village, without any grant or loan funding is anticipated. The streets to be resurfaced were identified based on the WISLR ratings for the streets, along with input from the Public Works staff and administration.

The project will include the pulverizing and/or milling and reconstruction of the streets and minor drainage improvements within the roadway right-of-way (ditch regrading & culvert replacement) to address issues in each area, as well as the addition of approximately 1,200' of new storm sewer along Pawley and Thomas Court. The project budget is estimated at \$425,000 for the paving, and an additional \$100,000 for the storm sewer upgrades.

The following roadways are to be included in the project:

Pavement Rating	Street	Section	Approximate Length
3	Indian Point	Bayview to CTH "O"	1,400'
3	Indian Point	East End to Rosebud	1,450'
3	Barry Road	Wilmot Ave. to CTH "EM"	425'
5	Hunt Avenue	Burden Ave. to CTH "EM"	845'
3	Toms Avenue	Burden Ave. to CTH "O"	1,320'
5	Thomas Court	Pawley to Termini	211'
6	Pawley Avenue	Lance Drive to Richter Court	914'

In addition to the Street Department work, the Sewer Department needs to replace the driveway and other pavement at the wastewater treatment facility, as well as a number of driveways at the lift stations. The driveways at the following lift stations are slated for replacement: #4, #5, #6, #8, #9, and #10. Per the Facilities Plan, the estimated cost of these repairs is approximately \$200,000.

In an effort to save money on this project, the intent is to bid the paving work on the roadways, lift stations, and wastewater treatment facility as a single project. The storm sewer work may be bid as a separate project, but this will be determined upon further discussion with contractors and Village staff once the storm sewer scope is finalized. The bid forms will be used to determine which costs should be allocated to the Public Works, Sewer, and Lake District.

### TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha  
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net



## 1. Design Phase

Work under this phase includes:

- a. Schedule a project kick-off meeting with the Village staff to discuss the project objectives, schedule, and phasing.
- b. Contact the utility companies to secure maps of all known utilities in the project areas.
- c. Perform a topographic survey of the project sites as required to complete the contract drawings for the project. The topographic survey will include all aboveground features within and adjacent to the roadways, as well as local drainage.
- d. Assist the Village in obtaining the services of a geotechnical engineering consultant to perform geotechnical investigations at each of the roadways. It is understood that the Village Public Works Department may elect to pot-hole the roadways in lieu of hiring a geotechnical firm to confirm the soil conditions and existing pavement cross section composition.
- e. Prepare preliminary drawings or maps and specifications for the proposed roadway improvements. The drawings will be based on the topographic survey of the various sites, and will identify the limits of work, existing and proposed grades, and typical sections for each roadway to outline the scope of work on each roadway.
- f. Prepare a construction cost estimate at 90% completion. Submit the preliminary cost estimate, along with the 90% complete plans and specifications, to the Village for review.
- g. Assist the Village in obtaining DNR, and other permits as required for the project.
- h. Finalize the plans and specifications based on Village and regulatory agency comments. Deliver three (3) copies of the Final Plans and Specifications to the Village for their use.

## 2. Procurement and Bidding Phase

Work under this phase includes:

- a. Prepare the final documents for Bidding. The bid ad will be sent to the Village electronically for publishing. Bidding documents will be distributed electronically via the Town and Country Engineering website and QuestCDN.com.
- b. Provide technical clarification to questions during the bid period.
- c. Attend the bid opening. Review the bids, prepare a bid tabulation, and provide the Village with a recommendation for award to bid.
- d. Prepare contracts for the execution by the Village and selected contractor.

### **TOWN & COUNTRY ENGINEERING, INC.**



## **Owner Responsibilities**

The Village will be expected to provide Town & Country Engineering with utility maps and soil information for the project area. The Village will also be responsible for review of the preliminary documents.

## **Items Not Included in the Above Scope**

The following items have not been included in the scope of work. These items may or may not be required or needed for the project. If needed, Town and Country Engineering can provide assistance with these items, along with an estimate of anticipated costs before proceeding.

- Costs for bid advertisements.
- Our scope of work does not include geotechnical services.
- Our scope of work does not include construction engineering services.

## **Engineering Costs**

The design, preparation of bidding documents, and bidding for the roadway improvements is estimated Not to Exceed \$35,000. Costs will be invoiced on a Time and Material basis based on the Standard Agreement.

GJD

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### **TOWN & COUNTRY ENGINEERING, INC.**

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S.)B.)3.

# VILLAGE OF TWIN LAKES

## ORDINANCE NO. 2021-11-2

### An Ordinance Amending Section 10.28 Of The Twin Lakes Code Of Ordinances Pertaining to Stop Streets and Parking Limitations

The President and the Trustees of the VILLAGE OF TWIN LAKES, Kenosha County, Wisconsin, do herewith ordain as follows, to wit:

#### SECTION I

Section 10.28.070 of the Twin Lakes Code of Ordinances pertaining to Stop Streets is hereby amended to read as follows:

#### **10.28.070 Stop Streets.**

All vehicles shall come to a complete stop before entering or proceeding on streets or intersections that have posted stop signs. All stop signs shall be approved by a majority vote of the Village Board prior to posting, and a master list of all approved stop signs shall be maintained by the Village Clerk/Treasurer at the Village Hall. (Ord. 92-1-2).

#### ESCH ROAD

Vehicles traveling East shall stop before entering the intersection of Park Ln (Zerfas Rd)

Vehicles traveling west shall stop before entering the intersection of CTH P (Richmond Rd)

Vehicles traveling East shall stop before entering the intersection of Elizabeth Ln.

Vehicles traveling West shall stop before entering the intersection of Elizabeth Ln.

#### SECTION II

All Ordinance or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

#### SECTION III

This Ordinance shall take effect immediately upon passage and publication as provided by law, and the Village Clerk shall so amend the Village of Twin Lakes Code of Ordinances, and shall indicate the date and number of this creating Ordinance therein.

Dated this 15<sup>th</sup> day of November, 2021.

ATTEST:

VILLAGE OF TWIN LAKES

\_\_\_\_\_  
Sabrina Waswo, Village Clerk

\_\_\_\_\_  
Howard K. Skinner, Village President

Members Voting:

- Aye
- Nay
- Absent
- Abstained

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S.D.I.

VILLAGE OF TWIN LAKES

ORDINANCE NO. 2021-11-01

And Ordinance Amending Section 14.65 of the Twin Lakes Code of Ordinances  
Pertaining to Swimming Pools.

The President and the Trustees of the VILLAGE OF TWIN LAKES, Kenosha County, Wisconsin, do herewith ordain as follows, per wit:

SECTION I

Section 14.65.040 of the Twin Lakes Code of Ordinances pertaining to Swimming Pool Location is hereby amended to read as follows:

Section:  
14.65.040 Location

No portion of a swimming pool outside a building, including a surrounding deck and top-mounted safety enclosure, shall be located at a distance of less than eight (8) feet from any side or rear property line or building line. Such pool shall also comply with any and all State and local regulations with respect to the distances from an on-site sewage disposal absorption system and water units. On corner lots, all street yards, setbacks or property lines shall be complied with. Pumps, filters and pool water disinfection equipment installations and all other accessories shall be located at a distance of not less than eight (8) feet from any side property line. Pools shall be at least eight (8) feet from principle structures. Pools may be installed only upon the rear yard of a premises **with the exception of lakefront properties, whereas pools may be on the lake side as long as all setback and applicable zoning restrictions are complied with.** All state requirements with respect to the Wisconsin Administrative Code, as hereinafter amended or recreated relating to setbacks from an on-site sewage disposal system and wells shall be complied with. Pools shall be constructed only on lots occupied by principal buildings. (Ord. 2004-8-1 (part)).

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect immediately upon passage and publication as provided by law, and the Village Clerk shall so amend the Village of Twin Lakes Code of Ordinances, and shall indicate the date and number of this creating Ordinance therein.

Dated this 15<sup>th</sup> day of November, 2021.

ATTEST:

VILLAGE OF TWIN LAKES

\_\_\_\_\_  
Sabrina Waswo, Village Clerk

\_\_\_\_\_  
Howard K. Skinner, Village President

Members Voting:

\_\_\_ Aye

\_\_\_ Nay

\_\_\_ Absent

\_\_\_ Abstained

**CONCESSION STAND LEASE**

**SCOUT HOUSE AT LANCE PARK IN THE VILLAGE OF TWIN LAKES, WI**

LEASE AGREEMENT, made and entered into this \_\_\_ day of February, 2021 by the Village of Twin Lakes, Lessor, and The Aquanuts, Lessee.

**WITNESSETH:**

Lessor hereby leases to Lessee the concession stand portion of a building at Lance Park, 55 Lance Drive, Twin Lakes, Wisconsin for a period of time commencing immediately upon execution of this Lease Agreement and terminating October 31, 2021. The leased portion of said building consists of a store for selling foods, serving meals, selling soft drinks and confections, and such other supplies and services as are ordinarily in demand by tourists and park visitors. Balance of said building consists of a scout house and restrooms.

It is understood and agreed that all activities conducted on said premises by Lessee shall be of a dignified character, and that premises are not to be operated as a night club or similar type of business; that no pinball machines, shooting galleries or similar devices will be installed.

**LESSEE AGREES TO THE FOLLOWING TERMS:**

1. To pay the Village of Twin Lakes, Wisconsin a rental of \$400 dollars per year for the full term of this lease, payable on May 1 of each year.
2. To operate the concession stand business at the premises in substantial conformance with the proposal dated February 1, 2021 as submitted by the Lessee.
3. To pay for all services and materials used or consumed in the Lessee's business at said premises during said term. Lessee agrees to pay for all utilities above \$100/month with payments made out to the Village of Twin Lakes within two weeks of receiving each utility bill.
4. Lessee further agrees to maintain, paint, and keep in good repair that portion of the building used for said business; and to keep premises and surrounding grounds in a clean, neat and sanitary condition at all times; that Lessee will work to keep the restrooms clean at all times during their shows and when the Lessee is present but that Lessor will furnish the cleaning supplies, towel service and toilet paper for the restrooms.
5. To keep said business open at reasonable hours between Memorial Day and Labor Day weekends, but to remain closed between 10:00PM and 6:00AM daily.

6. To make no additions or alterations to premises without first securing the written approval of the Lessor. It is understood by the Lessor that the Lessee desires to make improvements to the premises and its contents. Subject to applicable rules and regulations, the Lessor will not unreasonably withhold permission for such improvements.
7. To operate premises in a decent, orderly and business-like manner and not permit unlawful behavior on or in any portion of said building.
8. To purchase public liability insurance naming both the Village of Twin Lakes, Wisconsin and the Lessee as the named insured in an amount of \$2,000,000 (two million dollars) for each single injury so that the said Village of Twin Lakes will be fully protected and saved harmless in any claim arising from any accident, injury or liability resulting or arising from the operation by Lessee under this agreement.
9. In connection with the performance of work related to this lease, the Lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.

IT IS UNDERSTOOD:

1. That in the event the Lessee shall fail, neglect or refuse to carry out all the terms of this lease, including the furnishing of necessary goods and services and payment of rent as set forth, then the rights of the Lessee shall be forfeited and the Lessor is authorized to immediately terminate this lease and take possession of the premises. Failure of Lessor to exercise this right does not constitute a waiver of said right to act under it at any time.
2. Lessee is an independent contractor and not an employee of the said Village of Twin Lakes, or Lessor, and assumes full responsibility for any liability which may arise out of the operation of a business under this lease.
3. The Lessor is responsible for providing a three compartment sink. The Lessee is responsible for providing any other necessary equipment for operations and holds the Village harmless for any damage or vandalism to vendor-owned property, and to any lost or stolen money, product or equipment.
4. The management and administration of Lance Park is wholly and exclusively under the jurisdiction of said Village of Twin Lakes, and any interpretations required under this lease or its terms or questions relating thereto shall be decided by the Village of Twin Lakes Village Board, as the occasion demands.
5. The Lessee will have exclusive access to the concession stand facility throughout the full term of this Agreement. The concession stand will have a separate key from the remainder of the building and Lessor and Lessee shall be the only keyholders.
6. The Lessee agrees to work with the Village and park users to assist in fulfilling the food and beverage needs of special events while allowing all parties to benefit from a successful event. The Lessee understands this may require third-party assistance



in providing food and/or beverage and agrees to work with event organizers and third-party vendors to ensure event needs are met.

7. Lessee shall at times operate in and upon said premises in full compliance with all the laws of the State of Wisconsin, or rules made by said State of Wisconsin pursuant to authority granted under statutes of said state, and with all the ordinances of the County of Kenosha and the Village of Twin Lakes applicable to said operation, and all rules and regulations duly adopted thereunder. This includes but is not limited to appropriate licenses issued by the Kenosha County Division of Health.
8. Lessor deserves the right to enter upon said premises at all reasonable times for the purpose of inspection and to make sure repairs and improvements it shall deem necessary.

FURTHER, the parties agree that this Lease Agreement may be renewed at the end of the original term for a period of up to two (2) additional years. Amendments to the lease may be made upon agreement by both parties and must be made in writing. The terms of such extension shall be mutually agreed upon by both parties in writing, approved and executed prior to the termination date of the original term. The Lessee shall have the affirmative responsibility to request an extension at least 120 days prior to the termination date.

LESSEE: The Aquanuts

LESSOR: Village of Twin Lakes

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The Aquanuts

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Village President

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Village Clerk

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