



VILLAGE OF TWIN LAKES

105 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, March 6, 2023 – 6:30 p.m.

Village Hall, 105 E. Main Street, Twin Lakes, WI

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: TRUSTEES ANDRES, BOWER, FITZGERALD, KAROW, KASKIN, PERL, PRESIDENT SKINNER
4. PUBLIC COMMENTS AND QUESTIONS
5. PRESIDENT AND TRUSTEE REPORTS
 - A. TRUSTEE SHARON BOWER - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING
 1. Discussion regarding Resolution 2023-3-1 Declaring Certain Personal Property of the Village as surplus.
 2. Discussion regarding Ordinance 5.20.120 License Restrictions-Generally.
 3. Other?
 - B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION
 1. Other?
 - C. TRUSTEE BILL KASKIN - CEMETERY, SANITATION, RECYCLING, SENIORS
 1. Other?
 - D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS
 1. Other?
 - E. TRUSTEE KEN PERL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES
 1. Other?
 - F. TRUSTEE BARB ANDRES - SEWER, HEALTH AND ENVIRONMENT, YOUTH, LIBRARY
 1. Other?
 - G. VILLAGE PRESIDENT HOWARD SKINNER
 1. Discussion regarding the Twin Lakes Chamber's use of the Community Center.

2. 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.

5.)A.)l.

VILLAGE OF TWIN LAKES

RESOLUTION NO. R2023-3-1

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY OF THE VILLAGE OF TWIN LAKES AS SURPLUS AND AUTHORIZING ITS AUCTION OR DISPOSAL

WHEREAS, the Village of Twin Lakes has reviewed its various items of personal property and has found certain items to be surplus, unused, obsolete, or otherwise not necessary for governmental functions, and

WHEREAS, the Village Board wishes to declare these items as surplus and direct that the items be sold at public auction or other public sales or otherwise disposed.

NOW THEREFORE BE IT RESOLVED, by the Village Board of Trustees for the Village of Twin Lakes as follows:

SECTION ONE: The following items are hereby declared surplus and their disposal at public sale or auction or by other means as directed.

- Dell keyboard, speaker, mouse (Sewer Department)
- Backup APC (Sewer Department)
- Dell Hard Drive Model #D18M (Sewer Department)
- Dell Optiplex 790 hard drive- Serial number 00287702 (Sewer Department)

SECTION TWO: This resolution of the Village Board of Trustees of the Village of Twin Lakes shall take effect immediately upon its proper execution, posting and publishing in accordance with State law.

Dated this 20th day of March, 2023.

Sabrina Waswo
Village Clerk

Howard K Skinner
Village President

Members Voting:

_____ Aye
 _____ Nay
 _____ Absent
 _____ Abstained

5.20.120 License Restrictions--Generally.

A. Statutory Requirements. Any license issued under this Chapter shall be issued only to persons eligible therefor under Chapters 125.04(5) and 125.33(7) of Wisconsin Statutes.

B. Location.

1. No license shall be issued for premises the main entrance of which is less than three hundred (300) feet from the main entrance of any established public school, parochial school, hospital or church. Such distance shall be measured by the shortest route along the highway from the closest point of the main entrance of such school, church or hospital or the main entrance to such premises. This paragraph shall not apply to premises licensed as such on June 30, 1947, nor shall it apply to any premises licensed as such prior to the occupation of real property within three hundred (300) feet thereof by any school building, hospital building or church building.

2. There shall be no Class B fermented malt beverage license granted to any premises unless it shall be in combination with a Class B intoxicating liquor license.

3. There shall be no Class A intoxicating liquor license issued for any premises unless there shall be in combination therewith a Class A fermented malt beverage license.

C. Violators of Alcohol Beverage Laws or Ordinances. No license shall be issued to any person who has been convicted of a violation of any federal or state liquor or fermented malt beverage law or the provisions of this Chapter during one (1) year prior to such application. A conviction of a member of a partnership or the partnership itself shall make the partnership or any member thereof ineligible for such license for one (1) year.

No license shall be granted to any corporation when more than fifty percent (50%) of the voting stock interest, legal interest or beneficial interest is held by any person or persons not eligible for a license under this Chapter.

D. Health and Sanitary Requirements. No license shall be issued for any premises which does not conform to the sanitary, safety and health requirements of the State Department of Industry, Labor and Human Relations pertaining to buildings and plumbing, to the rules and regulations of the State Department of Health and Social Services applicable to restaurants and to all such Ordinances and regulations adopted by the Village.

E. License Quota.

1. Section 125.51(4), Wisconsin Statutes, relating to quotas for Class B retail licenses is adopted as if set forth in full in this provision; provided, however, that the Board, in its discretion, may continue to grant such licenses issued or in force August 27, 1939, but in no event shall such licenses exceed the number of nineteen (19) for the entire Village except that:

a. The Board may grant licenses to any applicant who at the time of his application is the holder of such license and is actively engaged in business.

b. The Board may grant licenses to an applicant who has procured the surrender and cancellation of another such license, provided the license so surrendered and cancelled is not in jeopardy due to any pending legal proceeding which has been commenced for the purpose of revoking or suspending such license, and providing the licensee who is surrendering the license is not indebted to any licensed wholesaler in violation of the credit restriction set forth in Section 125.69, Wisconsin Statutes.

c. If a licensee shall die, his administrator may continue or sell the business. If there is a sale, however, the purchaser must obtain a new license and must qualify as any other applicant.

5.6.11.



COMMUNITY CENTER RENTAL CONTRACT

Village of Twin Lakes

105 E. Main Street · Twin Lakes, WI 53181 (262)877-2858

RESERVATION DATE: _____ **EVENT:** _____

Renter's Name: _____ Organization Name: _____

Email: _____ Village Resident? Yes No

Address: _____ City/State/Zip: _____

Primary Phone: _____ Other Phone: _____

Alternate Contact Name: _____ Alternate Contact Phone: _____

RENTAL INFORMATION:

Type of Event: _____

Time of Event: _____ am / pm to _____ am / pm *(Include setup and cleanup time)*

Maximum # of Participants Expected: _____ Private Event Open to the Public

Community Center
105 E. Main Street
Entrance on Lance Drive

Civic Organizations: \$75 (Resident) \$150 (Non-Resident)
(Civic Organizations defined as Homeowners Associations, Government Entity, Girl/Boy Scouts, 4H, American Legion, Lions Groups, Senior Association)

Security Deposit \$1,000 / per rental day

TOTAL DUE: \$ _____

NOTES:

PLEASE READ:

Any person or group wishing to reserve a Village facility must submit this completed contract form with appropriate fee and deposit to the Village Office. All reservations must be made 5 business days in advance of the event. Requests will be accepted on a first-come, first served basis, subject to space availability.

CANCELLATION — The full fee and deposit amounts will be refunded if the reserving party cancels the reservation not later than 14 days prior to the reservation date. Cancellations after 14 days prior to the reservation date will receive a refund of the full deposit and half the rental fee.

By signing below, I hereby acknowledge that I have completed the above information to the best of my knowledge, read the above information, received a copy of the Rental Rules, and will agree to all said rules and guidelines governing the use of the Village Community Center. The undersigned applicant further agrees on behalf of him or herself and all users of the Twin Lakes Community Center under the auspices of this application to indemnify and hold harmless and release the Village of Twin Lakes, its officers, elected officials, agents and insurers as and against any and all actions, demands, damages, causes of actions and claims of any kind or nature, including actual attorney's fees arising from, or in any way attributed to, in whole or in part, the granting of this application and/or the use of the Twin Lakes Community Center by the applicant or anyone participating in or involved with the event which is the subject of the application. Notwithstanding the foregoing, the applicant shall not be required to indemnify the Village against the Village's own negligent or intentional conduct. By signing this agreement, I/we acknowledge that I/we have read it, and the rules and guidelines in its entirety, have given its terms due consideration, understand said terms and understand that I/we are freely and voluntarily giving up certain rights. I/we further intend that this agreement shall be binding upon all of our heirs' successors and assigns.

Signature: _____ Date: _____

FOR OFFICE USE ONLY:			
Date Reservation Made: _____	Staff Initials _____		
Amount Paid: _____	Deposit: _____	Deposit Returned: _____	Village Check # _____



VILLAGE OF TWIN LAKES COMMUNITY CENTER RENTAL RULES & GUIDELINES

RESERVATIONS: Reservation request will be taken on a first come, first served basis, subject to space availability. Reservations can only be made 4 months prior to the event, and 5 business days in advance of event. The Village of Twin Lakes reserves the right to refuse any lease request at any time, and reserves the right to cancel a reservation at any time if the room is needed for Village business. Groups/users who utilize the facility on a regular basis are required to submit a new application each time. Applications will only be accepted with full payment of rental fee(s) and security deposit. The status order of a reservation is determined by the date of receipt by the Village of Twin Lakes of the signed application and payment, not the date of the initial inquiry. No telephone reservations will be accepted.

HOURS: The Village of Twin Lakes Community Center is available for rental between the hours of 8:30 am – 10:00 pm. Premises must be cleaned and vacated by 10:00 pm or the ending time stated on the contract. It is important to allow for set-up and clean-up time when deciding your hours of usage. Another rental may be scheduled before or after your rental period. Any renter accessing the facility prior to their reservation may be subject to loss of deposit and loss of rental privileges for a year.

FEES: Civic Organizations defined as Homeowners Associations, Girl/Boy Scouts, 4H, American Legion, Lions Groups, Senior Association: \$75 (Resident) \$150 (Non-Resident). The Village of Twin Lakes Community Center meeting room is available with tables (8 circle, 6 rectangle), 80 chairs, kitchen with microwave and refrigerator, restrooms, and off-street parking for groups up to a maximum of 150 people.

CANCELLATIONS: The full fee and deposit amounts will be refunded if the reserving party cancels the reservation no later than 14 days prior to the reservation date. Cancellations after 14 days prior to the reservation date will receive a refund of the full deposit and half the rental fee.

KEYS: The individual responsible for the rental will be issued a key to the Community Room entrance. Keys must be picked up from the Village of Twin Lakes Police Department (920 Lance Drive) the day of the event, and returned immediately after the event to the Police Department. The applicant must lock the doors after the event. If doors are left unlocked after the event, applicant will lose \$100 of their security deposit and be liable for any damage that may occur.

SECURITY DEPOSIT: A security deposit will be charged to all groups renting the facility for loss or damage to keys, equipment damage, contacting of Village staff during non-business hours, damage and/or clean-up costs. The deposit will be returned after the facility and/or equipment is inspected by Village staff and is found in good condition. The Village will refund the deposit amount within 30 days after the last day of the reservation provided the inspection passes successfully. Please advise Village Hall as soon as possible if there is any problem with the appliances, restrooms, tables, windows, etc. If the facility is damaged as a result of an event or rental, the cost for the labor and materials used for repair will be charged to the event renter.

Damage deposits are 100% refundable as long as all of the following conditions are met:

1. The facility (including outside) is left in a clean and orderly manner.
2. Use of the room does not exceed the scheduled time.
3. All tables, chairs, and equipment are accounted for and undamaged.
4. Additional staff time is not required as part of the rental.
5. Damage to the building has not occurred.
6. All rules/guidelines governing rental usage of the Village of Twin Lakes are met.

If these conditions are not met to the satisfaction of staff per these guidelines, an appropriate fee will be deducted from the damage deposit. If necessary, the Rental Applicant will be charged an additional fee to cover any additional costs. Rental Applicant shall be liable for any loss, damage, or injury sustained by virtue of the activity conducted.

SET UP, CLEAN UP, & DAMAGE POLICY: The renter is required to set up and take down all tables, chairs, and personal equipment. The facility is expected to be left in the same condition the renter found it. The renter will be held responsible and billed for any unnecessary clean up, losses, or damages above and beyond your deposit as well as be subject to loss of rental privileges for one year. The Village of Twin Lakes is not responsible for any equipment or other items left at the Community Center at any time. The renter is responsible for doing the following in regard to cleaning and closing the facility:

- Clean the inside of the building. Wipe down tables and chairs, sweep floor, remove decorations, clean bathroom and kitchen facilities, pick up garbage and empty garbage cans. All tables and chairs must be put back in the same place the renter found them.
- Clean outside of the building. Clean up any debris left around the building from your rental and remove all supplies, equipment or objects you brought with you.
- **All garbage from inside and outside of the shelter must be bagged and placed in receptacles. All excess garbage which doesn't fit in the provided receptacles must be removed from the premises. Use receptacles when available.**
- Recycling is mandatory. Please utilize the recycling containers for your plastic, glass, and aluminum only (no garbage). All recyclable material must be cleaned.

INSURANCE: Rentals open to the general public must provide a Certificate of Liability Insurance in the amount of \$2,000,000 naming the Village of Twin Lakes as an additional insured, prior to the scheduled event.

KITCHEN: The kitchen is to be used as a warming kitchen, and intended for catering and reheating only. Kitchen may not be used for the preparation of food. Kitchen includes: a large refrigerator with freezer, serving window, microwave, and counter top space with electrical outlets. It is the responsibility of the Rental Applicant to provide all cooking, serving, and eating dishes, utensils, and all other items not listed here. No one is allowed to store any items in the kitchen prior to or after the event. The Village of Twin Lakes is not responsible for any items left in the building at the conclusion of your event. It is the responsibility of the Rental Applicant to clean the kitchen at the conclusion of the rental.

DECORATING INFORMATION: All decorations must be put up and taken down without damaging walls, woodwork, floors, ceilings, windows or blinds. Nails, tape, tacks, staples, and screws are prohibited. No open flame devices are allowed, which includes candles, hurricane lamps, lanterns, chafer dish, etc. Dance wax or any other types of dancing compounds are not allowed. The renter must remove decorations immediately following the event.

SMOKING/TOBACCO POLICY: Smoking and the use of tobacco products or vaping is strictly prohibited inside and within 100 feet outside of the building at all times.

ALCOHOLIC BEVERAGES: Consumption, distribution and selling of alcoholic beverages is strictly prohibited on premises.

PARTIES ELIGIBLE FOR RENTAL: The Community Center may only be utilized by public non-profit groups, private non-profit groups, or governmental agencies. No Village facilities will be used by private individuals, businesses or corporations for money-making activities. No Village facilities will be used for political rallies, religious services, or fundraising activities.

COMMERCIAL OR PROFIT-MAKING ACTIVITY: Commercial or profit-making activities/programs are **not allowed**. You may not sell products, solicit donations, sell tickets, or offer other money-making activities. Facilities may not be used or rented for personal profit or for private lessons. A permit holder shall use only those areas and facilities that are specifically reserved and so designated on the permit. There shall be no subleasing of facilities reserved by permit.

TENTS, BOUNCE HOUSES, INFLATABLE: Tents, bounce houses and inflatables are not allowed at the Community Center and are prohibited on Village property.

ANIMALS: Animals are NOT permitted inside the facility, except for certified service animals.

AV EQUIPMENT: Audio Visual equipment is NOT available.

CONDUCT OF GROUP: The Rental Applicant identified on the application as representing the organization/group, shall be responsible for the conduct and control of both patrons and participants at the event/activity, and must be present at the facility throughout the entire time of the activity or designate an alternate adult supervisor. The supervisor shall remain on site until all members of the group have left the facility. Children must be supervised at all times by an adult. Rental Applicant should keep a copy of the permit and fee receipt to verify reservation. Permits must be exhibited to any duly authorized person. It shall be the responsibility of the Rental Applicant to pay for all damages or loss that are a result of the improper use or supervision of the facility, equipment, buildings, or grounds in addition to the Security Deposit. If your event requires police intervention, all of your Security Deposit may be withheld and the event may be terminated.

DISTURBANCE: The Rental Applicant will be responsible for any charges incurred if the Village of Twin Lakes Police or Fire Department responds to the facility due to disturbances, and the event may be terminated. Permission to use Village facilities will be granted only where the function can be reasonably accommodated and such use will not unduly interfere with the rights of the general public, the prior use by others, or Village sponsored programs, and will not present a clear and present danger to public health and safety. Any permit granted may be revoked for misrepresentation in the application or violations of the terms and conditions of the permit, the ordinances, rules and regulations of the Village of Twin Lakes.

If, during the course of any rental, the Village of Twin Lakes deems that the activities of any participant or spectator have become abusive or destructive of Village or private property or have become adverse of the permitted intent, the Village of Twin Lakes Police Department reserves the right to immediately interrupt, terminate, or cancel that event as necessary, in the interests of public safety. In such cases, Rental Applicant waives any claims for damages or compensation.

EXTERIOR DOORS: All exterior doors, including patio door must remain closed (do not prop open).

FIREARMS: No firearms or dangerous weapons are allowed.

PROBLEMS: If any problems are experienced with your reserved facility on the weekend, or during non-office hours, call the Village of Twin Lakes Non-Emergency Police Department at (262)877-9056. In the event that Village staff time is utilized during non-business hours, you may be charged the hourly wage of the person responding to your call. You will not be charged if your call pertains to a building malfunction, key does not work properly, or other situation that is caused in part by an error of Village staff.

Any deviation from the above rules may result in the renter forfeiting a portion or all of their security deposit, paying for damages, and/or loss of future renting privileges. The Village of Twin Lakes reserves the right to add, delete, or modify the rules and regulations regarding use of the Twin Lakes Community Center at any time.