



# 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, June 5, 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. The Board of Review will be held on June 7<sup>th</sup> from 1:00 pm to 3:00 pm.
    2. Discussion regarding creating a Class B Beer License/Class C Wine License.
    3. Discussion on the Alcohol Beverage License applications as listed below contingent upon payment of all outstanding liabilities and delinquencies with the Village of Twin Lakes and wholesaler invoices, clearance of any Department of Revenue holds, and approval of background check:
      - Renewal “Class A”/Class “A” Liquor & Fermented Malt Beverage License applications filed by:
        - a. Twinkot Ltd d/b/a Berkot Super Foods, 600 N Lake Ave, Scott Fernandez, Agent
        - b. Twin Lakes BP Operating Corporation d/b/a Twin Lakes BP, 475 N Lake Ave, Judith Schwartz, Agent
        - c. Twin Lakes Citgo Inc d/b/a Twin Lakes Citgo, 410 N Lake Ave, Rupinder Singh, Agent
      - Renewal “Class B”/Class “B” Liquor & Fermented Malt Beverage License applications filed by:
        - a. R & V Development Inc d/b/a Beach Bar, 402 S Lake Ave, William Glembocki, Agent
        - b. Twin Lakes Vault Inc d/b/a Corner Kitchen Family Restaurant, 100 N Lake Ave, Adija Alijoski, Agent
        - c. Cup O Joe Coffeehouse LLC d/b/a Cup O' Joe Coffeehouse, 406 N Lake Ave, Dena Prestininzi, Agent
        - d. FST Inc d/b/a Donovan's Reef, 611 Rink Ave, Barbara Eterno, Agent

- e. JDR Investments LLC d/b/a, La Casita Mexican Restaurant, 201 E Main St, Luciano Ortiz, Agent
  - f. A.S. Tonishing Inc d/b/a Village View Pub, 350 E Main St, Kristina Kerwer, Agent
  - g. Perl LLC d/b/a Mad Dan's Family Restaurant, 200 E Main St, Ken Perl, Agent
  - h. Karr Incorporated d/b/a Main Street Tap, 338 E Main St, Richard Karrasch, Agent
  - i. Hawes Inc d/b/a Pink House Resort, 201 Lane Dr, Shirley Newkirk, Agent
  - j. Rumpoles Inc d/b/a Rumpoles Banquet & Bowling, 352 E Main St, Adija Alijoski, Agent
  - k. Lake Elizabeth Sand Bar LLC d/b/a Sand Bar & Island Grill, 3101 E Lake Shore Dr, Jackie Johnson, Agent
  - l. 0383 Saloon LLC d/b/a 1903 West Bar & Grill, 121 S Lake Ave, Timothy Cowart, Agent
  - m. Hendrix Investments Inc d/b/a Twin Lakes Roadhouse, 1519 Musial Rd, Brian Hendrix, Agent
  - n. Judith A Cantwell d/b/a Twin Lakes Country Club, 1230 Legion Dr, Judith A Cantwell, Agent
  - o. RC Concepts LLC d/b/a Wild Child's Tavern & Grill, 511 Wilmot Ave, Ryan Child, Agent
4. Discussion regarding an Original Alcohol Beverage Retail License Application submitted by Laurin's Landing LLC d/b/a Laurin's Landing, 425 Wilmot Ave, Jeffrey Laurin, Agent
  5. Other?

**B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION**

1. Discussion regarding a quote from Fahrner Asphalt Sealers.
2. Discussion regarding commercial use at the boat launches.
3. 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. Discussion regarding a plan to reduce chlorides in the Village.
2. Other?

**G. VILLAGE PRESIDENT HOWARD SKINNER**

- 1.** Discussion regarding a Fireworks Application submitted by Jimmy Ellis for Fireworks on July 15, 2023.
- 2.** Discussion regarding a request from the VFW to put a bench in Central Park.
- 3.** 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.*

S.B.1.

# PROPOSAL / CONTRACT

Job. No. \_\_\_\_\_

Date: May 16, 2023

PLOVER, WI 54467  
2800 Mecca Drive  
Ph.: 715.341.2868  
Fax: 715.341.1054

WAUNAKEE, WI 53597  
316 Raemisch Road  
Ph.: 608.849.6466  
Fax: 608.849.6470

KAUKAUNA, WI 54130  
860 Eastline Road  
Ph.: 920.759.1008  
Fax: 920.759.1019

EAU CLAIRE, WI 54703  
6615 U.S. Hwy 12 W  
Ph.: 715.874.6070  
Fax: 715.874.6717



*Pavement Maintenance Contractors*

*EEO/AA Employer*

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837  
3468 115th Street  
Ph.: 715.653.2535  
Fax: 715.653.2553

SAGINAW, MI 48601  
2224 Veterans Memorial Pkwy  
Ph.: 989.752.9200  
Fax: 989.752.9205

DUBUQUE, IA 52002  
7680 Commerce Park  
Section C  
Ph.: 563.556.6231  
Fax: 563.588.1240

OAKDALE, MN 55128  
7500 Hudson Blvd., Ste. 305  
Ph.: 651.340.6212  
Fax: 651.340.6221

<b>Contact Name:</b> Stan Clause	<b>Contract Price:</b> \$24,999.00
<b>PURCHASER:</b> Village of Twin Lakes	<b>TELEPHONE:</b> (262) 206-2691
<b>ADDRESS:</b> 105 East Main St. Twin Lake, WISCO 53181	<b>DESCRIPTION OF PROPERTY:</b> Twin Lakes town hall 105 East Main St. Twin Lakes, WISCO 53181

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Blow out and clean major cross cracks with compressed air and heat lance. Flood area with BCI Flex-Patch to repair as necessary. Cover immediately with 1/8" dried trap rock.

\*\*\*\*\*\$8,664.82

Thoroughly clean the existing surface with a self propelled broom. Apply 170 degree emulsified asphalt by full-width spray distributor. Apply cover aggregate and spread uniformly over surface with full-width self propelled chip spreader. Roll with pneumatic-tired roller.

\*\*\*\*\*\$16,334.18

\*\*\*DISCLAIMER: Asphalt emulsion sealers and resurfacers may be adversely affected by materials and conditions such as: tree saps, surfactants, soaps, waxes, and excessive shaded areas. Sealing of these affected areas is at owners risk and is subject to exclusion of material and workmanship warranty described herein.\*\*\*

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 15 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- 2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
- 3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$24,999.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:  
Fahrner Asphalt Sealers, LLC:608-359-6092  
luke.hynes@fahrnerasphalt.com

PURCHASER:  
I have read and understand the terms and conditions on both sides of this contract.

Luke Hynes  
\_\_\_\_\_  
(PRINT OR TYPE NAME)

\_\_\_\_\_  
(PRINT OR TYPE NAME)

By: Luke Hynes  
\_\_\_\_\_  
(CONTRACTOR REPRESENTATIVE)

By: \_\_\_\_\_  
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: May 16, 2023

Date of acceptance: \_\_\_\_\_

## TERMS AND CONDITIONS

### NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

### ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

### EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

### PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

### WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

**All warranties are void if payment is not made as stipulated.**

### DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

### INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

### PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

### BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

### ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

## MEMORANDUM

Date: May 22, 2023  
 To: Laura Roeslein – Village Administrator  
 From: Greg Droessler – Vice President  
 Subject: Chlorides

### Introduction:

The DNR is looking to reduce the volume of chlorides that enter our lakes and streams in conjunction with the US Environmental Protection Agency. The primary approach to this is to reduce the amount of salt (and chlorides) applied to the roads for snow and ice removal, as well as to reduce the chlorides released to the environment as part of stormwater and wastewater discharge. In the Village of Twin Lakes, the largest contributors of chlorides to our lakes are likely the road salt used during the winter months to make our roads safer, and the use of water softeners in nearly all the residences and businesses in our Village for water treatment. This water softener brine is discharged to the sanitary sewers for treatment, but ultimately is released to the creek (Bassett Creek) as part of the wastewater discharge.

### Public Works:

The Public Works department operates under a Municipal Separate Storm Sewer System (MS4) permit issued by the state of Wisconsin that regulates the water quality discharged via the Village's storm sewer system. As part of this permit, the following action is required.

- MS4 permit: The permit requires provisions to reduce the amount of salt used on the roads. The basic steps for public works include:
  - Calibration of the salt spreading equipment (annual)
  - Training of the staff to efficiently operate the equipment (annual)
  - Develop a target application rate for pounds of salt per lane mile.
- Proposed Action Items: The following action items are proposed.
  - Work with the County staff towards a joint training program for salt spreading equipment calibration. Due to the miles of County roads in the Village, we need the County to work with us on calibration of equipment and training of staff.
  - Consider changes to the Village's salting program to potentially reduce the amount of salt that is used. This could include:
    - Less salt in sunny slope areas of the Village.
    - Combining salt/sand to reduce the salt use.
    - Not applying salt after certain low-snow events.

### Sewer Department:

The Sewer Department and wastewater treatment facility operates under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit that regulates all components being discharged at the facility, including the chlorides. The WWTF has operated with a Chlorides Variance for the past 10 years, but tighter regulation by both the EPA and Wisconsin DNR requires that the Village make significant strides in reducing the chlorides discharged by the facility.

Greg Richter has worked to develop an updated Chloride Source Reduction Measures (SRM) plan for 2023-2028 for approval by the Wisconsin DNR. A copy of this report is attached.

The Village is tasked with taking a much more aggressive approach in reducing the chlorides entering the sewer system. This SRM is based on the DNR's guidance for reducing the chlorides in the system and will require the Village to spend time and money to address this issue.

The following Action Items are proposed for Board consideration:

- Education:
  - Update the water softener brochure at Village Hall, send this out as a mailing, and update the Village website.
  - Present at the Lake District meeting on the impact of chlorides on the lakes.
  - Open House at the WWTF. This is tentatively set for September 23<sup>rd</sup>.
  - Water softener optimization training along with joint training with the public works staff on road salt application.
- Incentives:
  - Community Development Block Grant (CDBG) funding available.
  - Local Culligan (or other softener company) incentives program.
    - Consider targeting the commercial users first, then residential softeners.
    - Consider a \$100 per commercial unit to optimize; \$50 per residential unit to optimize to minimize salt use.
  - Track the incentives (and softener data) via the Village's GIS system.
- Regulations:
  - Enforce ordinance requiring flow paced water softeners instead of timer-based systems to minimize the salt use. We need cooperation with the Building Department for this to work properly.
  - Consider amending the ordinances to require a minimum efficiency.
- Monitoring:
  - Mail a survey to commercial / residential users with the sewer bill. Track and evaluate the data received.
  - Collect data on various sub-sections of the collection system. This generally includes sampling at the lift stations.
  - Meet with commercial users to look at chloride reduction measures.
- Maintenance:
  - Continue to inspect, rehab, and repair the collection system.

5.6.1.

Village Clerk's Office  
105 E Main St  
Twin Lakes, WI 53181  
(262) 877-2858  
www.villageoftwinlakes.net

# VILLAGE OF TWIN LAKES

## FIREWORKS APPLICATION



### \$100.00 Fee

Application to possess and use class B(1.3), C(1.4) fireworks in accordance and compliance with Local, State, and NFPA Codes and Requirements

Applicant: MDS LLC. Jimmy Ellis Phone: \_\_\_\_\_

Group / Agency sponsoring fireworks display (An individual cannot be issued a permit):  
MDS LLC

Address of group/agency sponsoring fireworks display (NO P.O. Box):  
25575 Arboretum RD. Glen Ellyn, IL 60137  
Street Address City State Zip

Name of Fireworks Company performing display: RKM fireworks co.

Address of Firework Company performing display (NO P.O. Box):  
27383 MAY st. Edwardsville MI 49112  
Street Address City State Zip

Date/Time of authorized possession and use: July 15, 2023 10:00 PM

#### SPECIFIC LOCAL REQUIREMENTS - Starts at dusk. 20 minutes.

1. Application fee - \$100 per event
2. An itemized list of (label name) and quantity of class B(1.3), C(1.4) fireworks attached with application
3. Proof of liability coverage (copy of policy attached with application)
4. Fireworks must be displayed not less than required by NFPA Standards and must be away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3 G shows
5. All displays will be aimed away from spectators
6. A test shot will be fired into the air at least 1 hour before scheduled display
7. Fireworks that have been wet at any time prior to the display will NOT be used
8. Must abide by all of N.F.P.A. Code 1123 along with State and Local Ordinances (Ord 8.24).

NOTE: Permit required Class C fireworks cannot be sold to minors or persons restricted from possession of dangerous weapons due to a criminal conviction record. Certain types of class B or C fireworks shoot multiple projectiles at speeds of 1300 feet per second.

#### RELEASE OF LIABILITY

I, James Keamongkhon, am aware of the dangers of fireworks and am willing to assume full responsibility for any personal or property damage due to the display of fireworks. The applicant/group/agency agrees to indemnify and hold the Village of Twin Lakes harmless from any claims or liability, including attorney fees and other defense costs, which may arise from the use, storage, transportation or possession of fireworks.

[Signature] DATE: 05/08/2023  
APPLICANT SIGNATURE

#### For Office Use Only

Amount Paid and Receipt Number \$ 100.00 C230524-1 Date Received 5/12/2023

Check Number 9515

Police Chief Approval Katie Hill Fire Chief Approval [Signature]

Date Sent to Board \_\_\_\_\_ Fire Engine Standby Required  Yes  No

President Signature \_\_\_\_\_ Permit Issued by \_\_\_\_\_

Date Issued \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RKM Fireworks Company & St. Evans, Inc. 27383 MAY STREET Edwardsburg MI 49112	<b>INSURER A :</b> Everest Indemnity Insurance Co.	
	<b>INSURER B :</b> Everest Denali Insurance Company	
	<b>INSURER C :</b> Axis Surplus Insurance Company	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 10851

**COVERAGES**

CERTIFICATE NUMBER: 130685353

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			SI8ML02365-221	10/8/2022	10/8/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SI8CA00264-221	10/8/2022	10/8/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			P-001-000726434-02	10/8/2022	10/8/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability #2			SI8EX01820-221	10/8/2022	10/8/2023	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: 07/15/2023 Rain Date: 08/05/2023 Location: Lake Elizabeth, Twin Lakes, WI

Additional Insured: Lake Elizabeth Boat launch; The Village of Twin Lakes; 3101 E lake shore Dr.; 230 one E. Lakeshore Dr.

**CERTIFICATE HOLDER****CANCELLATION**

Jimmy Ellis  
 2301 E Lakeshore Dr  
 Twin Lakes WI 53181

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# SALES ORDER MANIFEST

ORDER NUMBER:

071523ES

ORDER DATE:

5/4/2023



27383 May St.  
 Edwardsburg, MI 49112 USA  
 Phone: 269-663-6110  
 Fax: 269-663-6103  
 www.rkmfireworks.com

Ship from
RKM Fireworks Company 27383 May St. Edwardsburg, MI 49112

Bill to
ELLIS SHOW

Ship to
ELLIS SHOW

Product ID	Description	Packing	Quantity
NO-3-PRIME	3 NIGHT OWL PRIME ASSORTMENT 24/3	cs 72/1	2
NO-4-PRIME	4 NIGHT OWL PRIME ASSORTMENT 18/2	cs 36/1	1
NO-4-SPEF	4 NIGHT OWL SPECIAL EFFECTS ASSORTMENT 12/3	cs 36/1	1
DOM-4-VERS	4" DUN PAI VERSA ASSORTMENT W/TAILS 18/2	cs 36/1	1
HUS-5-ASTB	5" FLOWER KING ASSORTMENT B W/TAILS 18/1	cs 18/1	2
NO-5-PRIME	5 NIGHT OWL PRIME ASSORTMENT 9/2	cs 18/1	2
SW-3-RWBS	3" FINALE CHAIN - 12 4 TITANIUM SALUTE W/ LARGE RISING RED TAIL, 4 TITANIUM SALUTE W/ LARGE RISING WHITE TAIL, 4 TITANIUM SALUTE W/ LARGE RISING BLUE TAIL 6/12 (SHOCK WAVE)	cs 6/1	2
SW-3-CS	3" FINALE CHAIN - 2 PURPLE TO GREEN PEONY, 2 GOLDEN FLASHING TO RED, 2 SILVER WAVE TO BLUE, 2 GLITTERING COCONUT TREE , 4 SALUTE W/TAILS 6/12 (SHOCK WAVE)	cs 6/1	2
NO-4C-BFC	4" FINALE CHAIN - 8 BROCADE FLOWER CROWN W/ BROCADE TAILS 4/8 (NIGHT OWL)	cs 4/1	1
NO-259X-8006	Compound Cake - 259 Shot Screaming Angels 1min37sec	cs 1/3	2
NO-200X-8030	Compound Cake - 200 Shot Golden Shower	cs 1/4	2
NO-200X-8011	Compound Cake - 200 Shot Rat-A-Touille 2min29sec	cs 1/4	2
HUS-100X-MCB	100 SHOT MULTI COLOR BREAKS - RED, WILLOW, BLUE, SILVER, GREEN W/ MULTI COLOR TAILS	cs 1/1	2
HUS-100X-PDG	100 SHOT ORANGE YELLOW PURPLE DAHLIA GREEN GLITTERING	cs 1/1	2
HUS-100X-TRC	100 SHOT TIME RAIN TAIL CRACKLING HAPPY STAR COCONUT	cs 1/1	2
NO-4-BFC	4" BROCADE FLOWER CROWN W/BROCADE TAIL 36/1		8
HUS-4-8066	4" PINK, GRASS GREEN,LEMON,WATER COLOR DAHLIA W/TAIL (FLOWER KING)		8
NO-4-NCC	4" NEW COLOR CROSSETTE W/GOLD TAIL 36/1		8
NO-4-SWBRP	4" WHITE STROBE W/ BLOOD RED PEONY W/ RISING RED STAR AND WHITE STROBE RISING (DOUBLE TAILS) 36/1		8
HUS-5-6039	5" COLOR COMET BREAK (SWIMMING STARS) W/TAIL (FLOWER KING)		6



# SALES ORDER MANIFEST

ORDER NUMBER: 071523ES

Product ID	Description	Packing	Quantity
HUS-5-9320	5" COLOR TIME RAIN WILLOW W/TAIL (FLOWER KING)		6
PB-5-BRO	5" BROCADE CROWN WITH BROCADE TAIL		6
NO-5-GTW	5" GOLDEN TITANIUM WILLOW WITH CRACKLING PISTIL W/ GOLD TAIL 18/1		6
HUS-5-8066	5" PINK, GRASS GREEN,LEMON,WATER COLOR DAHLIA W/TAIL (FLOWER KING)		6
NO-4-GTW	4" GOLDEN TITANIUM WILLOW WITH CRACKLING PISTIL W/ GOLD TAIL 36/1		8
DOM-4-533	4" SILVER DRAGON W/RED AND BLUE STROBE CORE (DUN PAI) 1/1		8
HUS-5-9231A	5" TWINKLING EYES SMILE FACE WITH TAIL (FLOWER KING)		6
DOM-3-VALV1	3" DUN PAI VALUE V1 ASSORTMENT W/TAILS - 6/12	cs 72/1	1
DOM-EM-3M	E-MATCH 3M 40/1		15
SW-3-WC	3" WHITE CHRYSANTHEMUM W/ WHITE TAIL 72/1		12
SW-3-BC	3" BLUE CHRYSANTHEMUM W/ BLUE TAIL 72/1		12
SW-3-RC	3" RED CHRYSANTHEMUM W/ RED TAIL 72/1		12
<b>TOTAL:</b>			<b>162</b>

# RKM Fireworks Company

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## FIREWORKS DISPLAY FOR JULY 15, 2023

FIREWORKS DISPLAY WILL BE CONDUCTED IN COMPLIANCE WITH ALL OF NFPA1123. ALL PYROTECHNICIANS HAVE BEEN TAUGHT NFPA 1123 AND FOLLOW UNIFORM FIRE CODE. THIS INCLUDES SECTION 8.1.9 REGARDING THE CONSUMPTION ALCOHOL AND/OR THE USE OF NON PRESCRIBED DRUGS.

ALL FIREWORKS WILL BE PRELOADED IN MORTARS BEFORE SHOW, NO ONSITE STORAGE. ONLY FIREWORKS THAT ARE ON THE LIST, WHICH IS ATTACHED TO THE PERMIT, WILL BE DISCHARGED. FIREWORKS WILL BE SHOT ELECTRONICALLY WITH A COBRA FIRING SYSTEM.

OPERATORS HAVE 2- 5 GALLON WATER PRESSURE EXTINGUISHERS ON HAND FOR SPOT FIRES.

CERTIFICATE OF INSURANCE INCLUDES ALL ENTITES OF TWIN LAKES

THE LEAD OPERATOR FOR THE DISPLAY IS BRYAN SZAJKO (CONTACT NUMBER 574-370-8323)

2 WAY RADIOS WILL BE PROVIDED FIRE PROTECTION, PYROTECHNIC OPERATOR, AND SITE SECURITY FOR EMERGENCY COMMUNICATION BEFORE, DURING, AND AFTER THE DISPLAY.

PERIMETER SECURITY AND CROWD CONTROL WILL BE HANDLED BY RKM STAFF ON FOOT CONES AND OR CAUTION TAPE WILL BE BLOCKING PATH/DRIVE WAY TO SHOOT SITE PREVENTING SPECTATOR ENTRANCE

SPECTATOR ATTENDANCE IS EXPECTED TO BE 200 TO 500

WEATHER MONITORING WILL BE DONE BY SEVERAL ELECTRONIC APPS, AND ADJUSTMENTS TO SETUP AND THE SHOW WILL BE ADDRESSED AS NEEDED

SPECTATORS WILL BE PARKED OUTSIDE OF SHOOT SITE