



VILLAGE OF TWIN LAKES

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

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

SPECIAL VILLAGE BOARD MEETING

Monday, June 3, 2024 – 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. SWEARING IN OF NEW WATER PATROL OFFICER
5. PUBLIC COMMENTS
6. Discussion and possible action regarding a second lease extension for Lake Elizabeth Sand Bar LLC.
7. Discussion and possible action regarding Resolution 2024-6-1 Declaring the Salary and Fringe Benefits for the Police Sergeant Positions
8. Discussion and possible action regarding 2023 WI Act 73 Changes to Closing Hours for Retail Licensed Establishments During the Republican National Convention Held in Milwaukee.
9. CLOSED SESSION
 1. Pursuant to Wis. Stat. s. 19.85(1)(c) related to employment, compensation, promotion, or performance evaluation of a Village Employee. [Roll Call Vote]
10. OPEN SESSION
 1. Motion to return to open session pursuant to Wis. §19.85(2) and take action on any items discussed in closed session.
11. 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.*

SECOND LEASE EXTENSION AGREEMENT

This Second Lease Extension Agreement (“Second Extension”), made and effective as of the date last executed by either party below, by and between Lake Elizabeth Sand Bar, LLC (“Tenant”) and the Village of Twin Lakes (“Village”).

Recitals

1. Effective January 1, 2012, the Village and Tenant, along with the Wisconsin Department of Natural Resources (“DNR”), which was then an owner of the property, entered into an amended lease agreement (“Amended Lease”) providing for Tenant’s continued operation of a restaurant at a building at the Lake Elizabeth Marina, located at 3101 E. Lakeshore Drive, Twin Lakes (“Premises”). Exhibit A is a copy of the Amended Lease.

2. Effective June 30, 2021, the Village and Tenant entered into a lease extension agreement (“First Extension”) extending the Amended Lease’s term for an additional ten years beyond its then-effective expiration date. Other than removing DNR as a party, as it was then believed that DNR no longer had any ownership interest in the Premises’ property (the Village and DNR have now accomplished the parcel exchange pursuant to which the Village has formally taken title to the Premises’ property) the Amended Lease’s terms were unchanged by the First Extension. Exhibit B is a copy of the First Extension.

3. Tenant has indicated to the Village a desire to sell the restaurant business it operates at the Premises to another operator and, as part of such discussions, the Village and Tenant have agreed that Tenant may assign its rights under the Amended Lease to a new restaurant operator, and that an additional extension of the Amended Lease’s term is warranted, all as set forth herein.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. The above Recitals are true and correct and incorporated herein by reference. Capitalized terms herein shall have the same meanings as in the Amended Lease and/or the First Extension, except as defined herein.

2. Tenant may assign its rights under the Amended Lease to an assignee of Tenant’s choosing (“Assignee”) by Tenant and Assignee executing and delivering to the Village a written agreement pursuant to which Assignee accepts and assumes all Tenant’s rights and obligations under the Amended Lease and acknowledges the terms and limitations thereof, expressly including, without limitation by enumeration, that there is no on-site parking for the Premises’ patrons, and also providing the Village with Assignee’s contact information. Following such written assignment, Tenant shall have no further obligation to the Village under the Amended Lease except with respect to any unsatisfied obligation(s) arising prior to the assignment.

3. The term of the Amended Lease shall be continued beyond the current expiration date of December 31, 2031 for up to two (2) additional five-year terms, at Tenant’s or Assignee’s option. In order to exercise such option, Tenant or Assignee shall give notice to the Village no less than 90 days before the end of the then-current term. During each year of an option term, Rent shall be increased by 3% above the prior year’s Rent.

4. Other than as set forth herein, the Amended Lease shall remain in effect and unchanged unless and until further amended by the parties.

LAKE ELIZABETH SAND BAR, LLC

VILLAGE OF TWIN LAKES

By: _____
Carlo DiCarlo, Managing Member

By: _____
Howard Skinner, Village President

Attest: _____
Sabrina Waswo, Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA)

Personally came before me on the _____ day of _____, 2024, the above named Carlo DiCarlo, Managing Member of Lake Elizabeth Sand Bar, LLC, who known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Kenosha County, WI
My commission expires: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA)

Personally came before me on the _____ day of _____, 2024, Personally came before me the above named Howard Skinner and Sabrina Waswo, President and Clerk of the Village of Twin Lakes, who known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village.

Notary Public, Kenosha County, WI
My commission expires: _____

**RESOLUTION R2024-6-1
DECLARING THE SALARY AND FRINGE BENEFITS
FOR THE POLICE SERGEANT POSITIONS**

Be it resolved, the Village Board of Twin Lakes adopts the following:

The wages, salaries and fringe benefits of the Police Sergeant positions in the Village of Twin Lakes shall be set forth in this Resolution. The administration of wages and benefits shall be subject to procedures established by the Chief. To the extent not in conflict with this Resolution or Departmental procedures, Village policies set forth in the Employee Handbook shall apply.

This agreement supersedes and replaces any other employment agreements between the Village of Twin Lakes and the Police Captain(s).

SERGEANT POSITIONS

The Chief of Police shall determine the number of Sergeant positions assigned, which shall not exceed three (3) positions.

WAGES AND SALARIES

Sergeants shall follow the established Village of Twin Lakes Wage Schedule.

The Sergeant positions are hourly, non-exempt.

After successful completion of a one year of active employment as a probationary period and upon recommendation by the Chief of Police, the Sergeant shall move to Step 2 on the Village of Twin Lakes Wage Schedule.

WORKWEEK/WORKYEAR

The normal work week schedule shall be 5-2-5-3 with 8.25 hour shifts or a 2-2-3 with 10/12 hour shifts. The Police Chief retains the right to adjust work schedules as needed to meet the needs of the Department. The annual work year shall consist of two thousand four and six/tenths (2,004.6) hours or two thousand eighty (2,080) hours.

PROBATION

Newly appointed Sergeants shall serve a twelve (12) month probationary period.

TRADES

Sergeants may trade shifts with themselves or other employees provided the Chief is notified of the requested change and the trade is approved by the Chief of Police.

RESIDENCY

It is a condition of employment that all full-time employees shall reside within thirty-five (35) miles as the crow flies from the Police Department in all directions, including Illinois. Employment will cease when residency ceases.

BENEFITS

The Twin Lakes Sergeant positions will receive the following benefits as reflected in the employee handbook:

1. Medical and Dental Insurance
2. Life Insurance
3. Disability Insurance
4. Sick Leave
5. Emergency Leave
6. Funeral Leave
7. Jury Duty

Sergeants shall receive the following additional benefits as reflected in the Police Officer Union collective bargaining agreement:

1. Holidays
2. Vacation
3. Uniform Allowance
4. Education Incentive
5. Wisconsin Retirement System
6. Health Insurance for Retirees
7. Instructor Pay
8. Field Training Officers Pay

WISCONSIN RETIREMENT SYSTEM: Sergeants shall be covered by the Wisconsin Retirement System. The Village shall match the cost of payments into the system for Twin Lakes Police Officers for all eligible Sergeants hired prior to January 1, 2012. All employees hired on or after January 1, 2012 that are or become eligible for coverage by the Wisconsin Retirement System shall be required to pay the employee share, as determined by the Wisconsin Retirement System, of the required payment to the system via a direct payroll deduction.

7. HEALTH INSURANCE FOR RETIREES: Retiring full-time Sergeants who retire at age fifty-three (53) with fifteen (15) years of service to the Village, the Village shall pay fifty percent (50%) of the cost of the single premium until the employee is eligible for Medicare. For full-time employees who retire at age fifty-three (53) with twenty (20) years of service to the Village, the Village will pay 100% of the single premium until the employee is eligible for Medicare. Retired employees shall be allowed to maintain the coverage that they had on the last day of their employment with retirees paying all costs not covered above.

DROP BACK CLAUSE: If Employee returns to the bargaining unit, he/she shall have his/her departmental seniority for all time worked in the Village of Twin Lakes Police Department based on full-time hire date.

PASSED AND ADOPTED by the Board of the Village of Twin Lakes on this 3rd day of June, 2024.

Chief of Police

Date

Village Clerk

Date

Village President

Date

Members Voting:

- _____ Aye
- _____ Nay
- _____ Absent
- _____ Abstained



Pruitt, Ekes & Geary, S.C.

245 Main Street, Suite 404, Racine, WI 53403 Phone: 262-456-1216 Facsimile: 262-456-2086 www.peglawfirm.com

Timothy J. Pruitt
Elaine Sutton Ekes
Christopher A. Geary
Rebecca J. Shepro

Office Administrator:
Eileen M. Zaffiro

MEMORANDUM

TO: The Village of Twin Lakes

FROM: Atty. Rebecca J. Shepro, Associate Attorney, Pruitt, Ekes & Geary, S.C.

DATE: April 23, 2024

RE: 2023 WI Act 73 Changes to Closing Hours for Retail Licensed Establishments During the Republican National Convention Held in Milwaukee.

In December of 2023, the state adopted 2023 Wisconsin Act 73, which, among other provisions, extended the closing hours of any Class B Beer, Class B Liquor, and Class C Wine premises and any producer's full-service retail outlets in a Southeast Wisconsin municipality while the Republican National Convention ("RNC") is occurring in Milwaukee. The provisions that extended closing hours became effective on December 8, 2023. Per the Act, "'Southeast Wisconsin municipality' means a municipality any part of which is located within Kenosha, Racine, Walworth, Rock, Milwaukee, Waukesha, Jefferson, Dane, Ozaukee, Washington, Dodge, Columbia, Sheboygan, or Fond du Lac County."

Under current law, Class B Beer, Class B Liquor, and Class C wine retail licensed premises follow the general closing times by closing the establishment between the hours of 2:00 a.m. and 6:00 a.m. Monday – Friday and between 2:30 a.m. and 6:00 a.m. Saturday and Sunday. *See*, Wis. Stat. §§ 125.32(3)(a), 125.68(4)(c), 125.29(8)(a), 125.51(5)(a), and 125.53(4)(a).

Act 73 extends the closing hours during which retailers located in a "Southeast Wisconsin municipality" must close during the RNC in Milwaukee – July 15th through July 18th of 2024. Specifically, from the first day of the convention until the day after the convention's last day, (1) any Class "B" beer, "Class B" liquor, or "Class B" wine-only retail licensed premises; or (2) any producer's full-service retail outlet located in a Southeast Wisconsin municipality must be closed between the hours of 4:00 a.m. and 6:00 a.m.

The municipalities have some power to exempt all retail establishments and full-service retail outlets within their jurisdiction or certain classes of establishments from the extended hours under the Act.

Under the Act, a Southeast Wisconsin municipality may adopt an ordinance to opt-out of these extended hours for all retail entities located within the municipality.

Additionally, a municipality may choose to designate “any licensee holding a license issued by the southeast Wisconsin municipality ... as ineligible or disqualified for the extended closing hour specified in [the Act]” and the Act tasks the municipality with creating a process to designate those license holders. To my knowledge, no Wisconsin municipalities have created a process to designate a license as ineligible for the extended closing hours under the Act and this route appears to be unpopular. However, seeing as these extended closing hours are part of a larger property right, a permissible process would have to include an appeals provision, standards for the designation, and a hearing at minimum. If this route is chosen, it is recommended that the Village designates ineligible “classes” of businesses (i.e. gas stations, clubs, etc.) and not by picking and choosing ineligible businesses within a certain “class” (i.e. one bar is ineligible for the extended closing time but all other bars in the municipality may remain open). It is more difficult to permissibly apply standards for exclusion to one specific business and not other similarly situated businesses than it is to apply standards for exclusion to an entire group of similarly situated businesses.

It is PEG’s recommendation that, if the Village does not wish for its Class B Beer, Class B Liquor, Class C wine and producer’s full-service retail outlets to remain open until 4:00 a.m. during the RNC, the Village should consider opting out of the extended closing hours for all retail establishments within the jurisdiction of the Village via ordinance, or (2) creating a process by which the Village designates certain classes of establishments as ineligible for the extended closing hours and that such a process contain the minimum standards set forth above to comply with due process requirements and will exempt “classes” of establishments and not specific establishments within a “class.”

For your reference, the language of 2023 Wisconsin Act 73 (4)(a) – (d) is below:

“(4) RETAIL CLOSING HOUR EXCEPTION FOR 2024 NATIONAL POLITICAL CONVENTION.

(a) In this subsection:

1. "Convention period" means the period beginning on the first day of a national political convention held in Milwaukee in the summer of 2024 until the day after the convention's last day.
 2. "Municipality" has the meaning given in s. 125.02 (11).
 3. "Southeast Wisconsin municipality" means a municipality any part of which is located within Kenosha, Racine, Walworth, Rock, Milwaukee, Waukesha, Jefferson, Dane, Ozaukee, Washington, Dodge, Columbia, Sheboygan, or Fond du Lac County.
- (b)
1. Notwithstanding s. 125.32 (3) (a), but subject to subds. 2. and 3., during the convention period, the closing hours for premises operating under a Class "B" license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.
 2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, any licensee holding a license issued by the southeast Wisconsin municipality and to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.
 3. Notwithstanding s. 125.32 (3) (d), a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.32 (3) (a).
- (c)
1. Notwithstanding s. 125.68 (4) (c) 1., but subject to subds. 2. and 3., during the convention period, the closing hours for premises operating under a "Class B" or "Class C" license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.
 2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, any licensee holding a license issued by the southeast Wisconsin municipality and to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd.

3. Notwithstanding s. 125.68 (4) (c) 5., a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.68 (4) (c) 1.

(d)

1. Notwithstanding ss. 125.29 (8) (a), 125.52 (5) (a), and 125.53 (4) (a), but subject to subds. 2. and 3., during the convention period, the closing hours for a full-service retail outlet under s. 125.29 (7), 125.52 (4), or 125.53 (3), and the on-premises sales hours on brewery premises, manufacturing or rectifying premises, and winery premises, operating in a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.

2. A southeast Wisconsin municipality may establish a process to designate, and may so designate, premises in the municipality of any permittee under s. 125.29, 125.52, or 125.53 to which subd. 1. would otherwise apply as ineligible or disqualified for the extended closing hour specified in subd. 1.

3. A southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in ss. 125.29 (8) (a), 125.52 (5) (a), and 125.53 (4) (a), as unaffected by par. (b).”