

VILLAGE OF TWIN LAKES – SPECIAL VILLAGE BOARD MEETING MINUTES

April 7, 2025 – Immediately following the Committee of the Whole
Village Hall, 105 E. Main Street, Twin Lakes, WI

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

Meeting called to order by Trustee Kevin Fitzgerald at 6:52 p.m.

Roll Call: Present: Trustees Barb Andres, Bill Kaskin, Kevin Fitzgerald, Ken Perl, Tim Infusino

Present via Phone: Trustee Aaron Karow, President Howard Skinner

Also Present: Administrator Laura Jager, Police Chief Katie Hall, Clerk Sabrina Waswo

PUBLIC COMMENTS AND QUESTIONS: The Village Board will receive comments on agenda items only.

Sharon Opryszek, 2909 Lake Shore Way, expressed appreciation for K9 Jaxx and his handler, emphasizing the strong bond between a K9 and its officer. She noted a similar scenario occurred five years ago, when an officer left before fulfilling their contract and purchased the dog. Sharon stated K9 Jaxx was certified in multiple areas and raised concerns about the current buyout situation. She questioned the terms of the contract and what is involved in Officer Comp purchasing the dog. Sharon expressed concern for the future of the K9 program, calling it a significant loss to the department and the village.

Discussion and possible action regarding the Sale of K9 Jaxx to his current handler.

Chief Hall explained this buyout situation differs from the prior one. The department lacks sufficient funds to replace the dog, resulting in a significant financial loss when a K9 leaves early. Currently, there is no K9 on the force, and a new dog would need to be funded through community donations. There was strong support during the previous transition for the dog to remain with the officer's family. Chief Hall stated that although K9s are considered family by their handlers, they are not formally treated as such. The current contract includes a six-year commitment with a buyout clause. Officer Comp is relocating out of state and wishes to purchase the dog.

K9 Jaxx was injured in 2023 but has since fully recovered. Thousands of dollars were spent on his treatment. Though healthy and back to full capacity, his care added to the program's financial burden.

The contract states the K9 is village property. If the handler breaks the term, they are responsible for a pro-rated amount—30% of the dog's cost, or approximately \$10,000. The original trainer from Walworth County, who assisted with the K9 Rex case, provided free training for K9 Jaxx due to the previous incident.

Sharon Opryszek asked if other officers were willing to step into the handler role. Chief Hall confirmed there are potential candidates. Sharon, a generous donor to Jaxx's recovery, emphasized the need to continue the program and viewed a simple buyout as a material breach of contract, setting a dangerous precedent. She asked to be contacted regarding future donations.

Chief Hall noted it costs approximately \$18,000 for a new dog and training. The K9 vehicle is also experiencing mechanical issues. A fundraiser is being planned for a new squad car, estimated at \$50,000. Trustee Andres asked about Jaxx's age and health, noting he appears to have a long working life ahead. Chief Hall recommended transferring ownership to Officer Comp and mentioned the community previously raised the funds for Jaxx.

Liz Kinney, 1505 Richmond Road asked whether K9 Jaxx is being retired or sold to another department. She felt it was inappropriate for the dog to work for another department after being paid for by the community. Chief Hall clarified that under the previous contract, if the dog is sold to Officer Comp, he must be retired and kept as a pet.

Trustee Fitzgerald read from the contract, stating that if the handler leaves in the fourth year, they owe 30% of the cost in today's dollars—not what was paid four or five years ago. He requested legal review. Chief Hall clarified the language was intended to reflect the dog's current value.

Trustee Infusino asked about the success rate of re-training K9s. Chief Hall stated success is typically acceptable, but in Jaxx's case, it would likely be ineffective due to his limited socialization and aggressive behavior. She

doubted another officer could properly handle Jaxx. Infusino suggested future contracts be more favorable to the village.

Trustee Kaskin asked if a K9 is still needed. Chief Hall confirmed the program's value, citing drug-related issues and limited response from nearby counties.

President Skinner asked Board members to consider the dog's health history. Trustee Andres agreed, emphasizing that Jaxx is still within his useful working life and expressed concern about labeling him as aggressive. Chief Hall reiterated her concerns about safety and training if reassigned.

Bryan Neal (142 West Park Drive) believed Trustee Fitzgerald's legal interpretation would not hold. He asked whether other officers had been definitively ruled out and felt the village should confirm no one is willing to be the handler before selling the dog.

Fitzgerald commented that Jaxx hasn't been used for public events and lacks community recognition, unlike the first K9, which was very visible. Andres asked about use in schools. Fitzgerald questioned whether Officer Comp would still want Jaxx if reassignment failed. Chief Hall said two officers had shown interest, but due to staffing (one on FMLA), training wouldn't be possible for six months. One applicant is being considered, but certification is months away. Andres noted Jaxx's breed differs from a German Shepherd. Chief Hall agreed, stating Jaxx excels in detection and tracking but needs more socialization.

If no decision is made, Jaxx would need to be kenneled. Officer Comp has two working days remaining and does not intend to return.

Jim Baxa, 1557 Fox Run Drive, expressed strong support for the K9 program and emphasized its role in fighting drugs and benefiting the community.

Liz Kinney, 1505 Richmond Road, commented that Jaxx's behavior sounded territorial. She felt not all officers are suited to train dogs and doubted his temperament would improve with a new handler. She recommended any future dog be focused solely on drug detection.

Fitzgerald/Infusino motion to allow the dog to be sold to Officer Comp, and that all items related to the K9, whether purchased or donated, to be returned to the police department.

Chief Hall stated Officer Wyringa supported the sale to Officer Comp under the circumstances. Hall confirmed the trainer is not interested in re-engaging with Jaxx.

Fitzgerald/Infusino moved to amend the motion to require Officer Comp to agree to the purchase agreement as written by the village.

Fitzgerald/Infusino moved to amend the motion to add clause 26.16, requiring Officer Comp to pay 30% of the remaining contract value (4 years), as outlined in the original contract. Motion carried 7-0.

Skinner/Fitz motion to approve the Twin Lakes Professional Police Association switching union representation. The police union requested switching representation from LAW to WPPA due to LAW going out of business. Motion carried 7-0.

Skinner/Fitzgerald motion to approve the repairs to the fishing pier at Lance Park. The fishing pier broke in half, requiring repair. Motion carried 7-0.

Discussion and possible action regarding a Memorandum of Understanding between the Village of Twin Lakes and the Aquanuts.

Trustee Fitzgerald explained that the major change is to allow the Aquanuts to begin construction on the stage and seating components of the project. This initial work can proceed while the Village prepares to go out for bid on the remaining items, which exceed the \$25,000 threshold and must follow the formal bidding process. This staggered approach also allows time to finalize landscaping, pathways, and other elements for the second bid. If construction on the main components does not begin soon, the project may fall behind schedule.

Greg Droessler reported he received the revised landscaping and site grading plan last week. He received revised plans to the his response at 5 p.m. this evening and was in the process of reviewing them during this meeting. His primary concerns are related to the engineering aspects—specifically the design of the end walls, thickness of the concrete, and footing construction. He also raised questions about the seating structure and the spacing between seats. He requested clarity on materials (e.g., stone chips, concrete, or AstroTurf type material) and emphasized the importance of Village input. He asked if the ad hoc park committee had weighed in on design decisions.

Trustee Fitzgerald acknowledged that some of those questions were raised in earlier conversations and stated that the plans call for bull-nosed edges, which he supports. However, he expressed concern that the project might replicate prior issues and clarified that the stage, walls, and stairs would be constructed as separate elements. Administrator Jager stated the Building Department would approve items under its scope, and Greg would handle engineering approvals, and any miscellaneous items would be brought back to the board for full approval.

Fitzgerald emphasized the two-step approval process: the MOU would first allow work to begin, but the material list would still require separate approval. He stated he believes the current plans are acceptable. Greg responded that he had not been included in all discussions and could not confirm whether his concerns had been addressed.

Trustee Perl questioned whether the project timeline was realistic, especially considering potential weather delays. He expressed concern that landscaping might not be completed in time, potentially turning the area into a "mud pit." Fitzgerald replied that although fall may be a better time for landscaping, it is up to the contractor to determine feasibility. He expected the contractor to delay work if they felt the timeline could not be met.

President Skinner asked if all Board members had reviewed the documents supplied earlier that afternoon. Fitzgerald confirmed he had; Trustee Andres noted she had not, as the documents were delivered to her just before the meeting.

Jim Burke (contractor) stated that he could complete the wall and seating work within three weeks and work on other elements simultaneously. However, he noted that grass may not fully establish this season, and some portions of the site would need to be fenced off.

Trustee Perl raised concerns about how construction would affect large events such as CornFest, LibertyFest, and Rock the Lake, which attract 300–400 attendees. Fitzgerald responded that seating capacity would be doubled. Bob Koehler clarified that the construction area would not impact the space between the entrance and the concession stand—only the area to the left of the lake and seating area. Fitzgerald suggested that sod could be used to stabilize the ground. Perl agreed this should be considered before moving forward. Burke confirmed sod could be laid immediately but recommended holding off on seeding until September.

Trustee Perl also inquired about lighting under the seating. Fitzgerald stated the stairs would be lit. He and Trustee Karow discussed including chases or piping for future irrigation. Bob Koehler added that the sound system would include a streetlight with speakers to provide pathway lighting. Perl recommended the creation of a formal lighting plan.

Bryan Neal, 142 West Park Drive, opposed approving the MOU at this stage, citing an incomplete engineering review and what he described as rushed decision-making. He questioned why construction could not start after Labor Day and be completed by Memorial Day the following year. He also criticized the prioritization of this project over unmet community needs, such as the food pantry. Neal argued that the \$100,000 should come from the Lake District fund and noted there was still ample time to negotiate a more appropriate agreement.

Bob Livingston, 215 Burden Ave, did not oppose the project but stressed the need for detailed bidding and accountability. He stated that materials should be itemized and questioned the logistics of multiple contractors working in a confined area, especially given weather challenges. He expressed skepticism about meeting the Memorial Day deadline and urged the Board to prioritize quality over speed. He stated, there is nothing wrong with the plan—it's a great start and a good idea.

Trustee Perl clarified that the \$100,000 Village allocation could only be used for parks. While it could be used for any Village park, it could not be transferred into the general budget for other items like police vehicles or street repairs.

Jim Baxa expressed support for investing in parks and questioned the lack of a construction timeline. He also asked whether Greg's concerns would be addressed before work begins. Fitzgerald confirmed that all plans and approvals must be finalized before construction can begin, as required by the contract.

Trustee Andres voiced support for the project but emphasized the need to address all outstanding details before proceeding.

Andy Martin (288 W. Grass Lake Rd., Clinton Family Fund Trustee) thanked the Board and said the Fund is eager to see the project progress. He clarified that the intent was not to rush the project but to move it forward responsibly. Martin asked the Board to consider passing the MOU that evening, with a start date after Labor Day. He noted the Aquanuts bring positive economic activity to the community and stressed that the MOU provides a formal framework for approvals and commitments.

Trustee Andres clarified that Martin was seeking the Board's endorsement of the project via the MOU, with the understanding that further technical approvals would follow. Martin confirmed and emphasized that the MOU outlines specific responsibilities and is necessary to move the project forward in an orderly fashion.

Trustee Perl confirmed that the MOU commits the Village to funding up to \$100,000. Administrator Jager confirmed this. Fitzgerald expressed support for granting the Aquanuts 10 years of park use and extending the project completion date to December 31, 2025. Martin supported longer park-use terms and emphasized the importance of early progress.

Bryan Neal requested the word "volunteer" be removed and argued that the Aquanuts should contribute \$100,000 in addition to the Village's contribution. He asked Bob Koehler to speak about the Aquanuts' finances and whether they had a general contractor. He believed the group had more than enough funds available.

Andy Martin responded that they were happy to provide documentation showing available funds. Bob Koehler stated that Aquanuts meeting minutes are available on their website and reported \$369,000 in their account, with no debt or loans. This total includes the donation from the Clinton Family and \$60,000 from an anonymous donor.

Trustee Karow explained that an MOU is a framework that allows both parties to proceed with gaining approvals and mutual understanding. It outlines the contributions and responsibilities of both the Aquanuts and the Village. He noted that MOUs are often used early in a project to build consensus and provide structure. Karow supported the MOU, stating it establishes a solid framework.

Trustee Karow added that while the redlined version may appear heavily edited, most changes were minor—such as replacing "City" with "Village" and clarifying responsibilities. He emphasized the importance of the Board reaching consensus on the length of the agreement and supported extending the park-use term to 15 years. He also noted Bob Koehler's interest in raising funds for emergency services. Karow concluded that this MOU provides the necessary flexibility and that he supports moving forward.

Trustee Fitzgerald reiterated that this is not a final contract but rather an MOU, and all formal agreements and documents would follow. He expressed support for the revised dates and terms.

The Board reviewed all edits and reached consensus on the following items:

- Village Engineer and Building Department must approve plans.
- Aquanuts' use of the park for 15 years.
- Project start date: September 2, 2025 (day after Labor Day).
- Project completion date: Two weeks before May 15, 2026.
- Estimated bidding date: July 1, 2025.

Fitzgerald/Andres made a motion to approve the MOU with the following conditions: a project start day of September 2, 2025, a completion date of two weeks before May 15, 2026, bidding date of July 1, 2025 and Aquanuts park use of 15 years. Motion carried 7-0.

ADJOURN – Fitzgerald/Andres motion to adjourn at 8:54 p.m. Motion carried 7-0.

/s/Sabrina Waswo, Village Clerk