



VILLAGE OF TWIN LAKES

105 East Main Street PO Box 1024 Twin Lakes, Wisconsin 53181

Phone (262) 877-2858

VILLAGE BOARD MEETING

Monday, April 20, 2026 – 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 VILLAGE BOARD: TRUSTEES ANDRES, BAXA, FITZGERALD, KAROW, KASKIN, PERL, PRESIDENT SKINNER
4. APPROVAL OF VOUCHERS FOR PAYMENT: Corporate Checking (including General Fund, Sanitation, Capital Projects-E/M, Sewer Utility, Lake Rehab, Sewer Hook-Up, Sewer Replacement, and Tax Account): 37588-37648, 1002-1017 Expenses – \$343,255.61
5. PUBLIC COMMENTS AND QUESTIONS: The Village Board will receive comments on agenda items only. Public Comments are limited to three minutes per person.
6. OMNIBUS AGENDA
 1. Motion to approve a First Amendment to Land License with T-Mobile
 2. Motion to approve a Professional Services Agreement with Kenosha County for IT Services
 3. Motion to approve Ordinance 2026-4-1 Repealing and Recreating Chapter 8.15 of the Village of Twin Lakes Code Relating to Recycling.
 4. Motion to approve a Cabaret License application filed by On-The-Go Bar & Grill, 406 N. Lake Avenue, Twin Lakes.
 5. Motion to approve Twin Lakes Sailing Club requests for the 2026 sailing season on Lake Elizabeth, including seasonal sailboat race course markings and operating procedures for races held on Saturdays and Sundays from Memorial Day through Labor Day, from 10:00 a.m. to 2:00 p.m., with some weekday evening races.
 6. Motion to approve an Event Permit application by the Twin Lakes Sailing Club for the Twin Lakes Sailing Club / Powers Lake Yacht Club Memorial Regatta, to be held June 12–14, 2026, on Lake Elizabeth, including weekend use of the boat launch area, trailer and boat staging areas, placement of three temporary mooring buoys, and use of ten designated parking stalls as shown in the site diagram.
 7. Motion to approve an Event Permit application filed by the Twin Lakes Area Chamber & Business Association for Libertyfest in Lance Park on July 3, 2026, from 4:00 p.m. to 11:00 p.m.
 8. Motion to approve a Fireworks Permit application for a fireworks display on July 3, 2026, at dusk, approximately 9:30 p.m.
 9. Motion to approve a Temporary Class “B” Beer License for the Twin Lakes Area Chamber & Business Association for Libertyfest on July 3, 2026, from 12:00 p.m. to 11:00 p.m.
 10. Motion to approve an Event Permit application filed by the Twin Lakes Area Chamber & Business Association for Rock the Lake on June 20, 2026, from 11:00 a.m. to 11:00 p.m.

11. Motion to approve a Temporary Class "B" Beer License for the Twin Lakes Area Chamber & Business Association for Rock the Lake on June 20, 2026, from 11:00 a.m. to 11:00 p.m.
12. Motion to approve an Event Permit for a Tootsie Roll Drive hosted by the Knights of Columbus on May 9, 2026, at the intersection of Main Street, N. Lake Street, and S. Lake Street.
13. Motion to approve Event Permit for H2O Adaptive Sports at Lance Park on June 29, July 6, July 13, July 30, and August 3, 2026.
14. Motion to approve Pay Request #1 & #2 from Hoerr Construction for the 2026 Sewer Lining Project.
15. Motion to accept Beth Hendrix's resignation from the Library Board.
16. Motion to appoint Sean Stewart as an alternate member to the Board of Appeals.
17. Motion to approve an Event Permit filed by the Twin Lakes Chamber & Business Association for the Business in the Park and Car Show event on May 16, 2026, from 9:00 a.m. to 3:00 p.m.
18. Motion to approve an Event Permit filed by the American Legion for the Memorial Day Parade on May 25, 2026, from 10:00 a.m. to 1:00 p.m.
19. Motion to approve an Event Permit filed by the American Legion Auxiliary for a Craft Fair at Legion Park on June 6, 2026, from 10:00 a.m. to 3:00 p.m.

7. PRESIDENT AND TRUSTEE REPORTS

A. TRUSTEE BARB ANDRES - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING

1. Discussion and possible action on the Libertyfest Parade application filed by the Twin Lakes Chamber & Business Association for July 4, 2026, at 11:00 a.m., with the parade route beginning in the Lakewood School parking lot and ending at Lance Park.

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

C. TRUSTEE JIM BAXA - CEMETERY, SANITATION, RECYCLING, SENIORS

D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS

1. March 2026 Building Permits: 28; Valuation: \$536,632.00, Fees Collected: \$7,143.34.

E. TRUSTEE KEN PERL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES

1. March 2026 Code Enforcement: Active Cases: 12, Closed Cases: 1
2. March 2026 Police Department Report
3. Discussion and possible action regarding Ordinance 2026-4-1 pertaining to Outdoor Lighting, and a demonstration of a light meter by the Police Department.

F. TRUSTEE BILL KASKIN - SEWER, HEALTH AND ENVIRONMENT, YOUTH, LIBRARY

1. Discussion and possible action regarding a quote from Zylem for repairs to pump #1 at Lift Station #3.

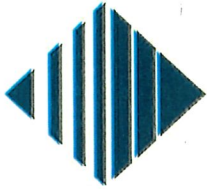
G. VILLAGE PRESIDENT HOWARD SKINNER

1. Discussion and possible action regarding a Development Agreement with the Aquanuts.
2. Discussion and possible action regarding a Lease Agreement with the Aquanuts.

8. 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's office in advance so the appropriate accommodations can be made.



CRAMER MULTHAUF LLP
ATTORNEYS

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April 20, 2026

Village of Twin Lakes
Attn: Village Board and Village Clerk
105 E. Main Street
Twin Lakes, WI 53181

Public Comment on Behalf of LEMIA

Re: *Lake Elizabeth Manor Improvement Association / Village of Twin Lakes Outdoor Lighting Ordinance*

Dear Village Board:

Cramer Multhauf LLP represents Lake Elizabeth Manor Improvement Association ("LEMIA"). The Village agenda for tonight's meeting under Item 7.E.3. reads: **"Discussion and possible action regarding Ordinance 2026-4-1 pertaining to Outdoor Lighting, and a demonstration of a light meter by the Police Department."**

Attached as part of the agenda is Ordinance 2026-4-1. The purpose of the Ordinance according to Subsection 8.90.2 is to ensure adequate and safe outdoor lighting for public and private properties. As you know, LEMIA owns/operates numerous boat slips on behalf of its residents. The light owned and operated by LEMIA is located in a position where electricity and the pole have existed for numerous years. There is no electricity at other points owned by LEMIA. The light fixture is necessary for adequate lighting for safety purposes.

Subsection 8.90.3 indicates that any outdoor lighting that does not conform to this new proposed Ordinance must be brought into compliance or discontinued within 90 days of passage. I have reviewed other municipalities that have adopted similar ordinances. The applicability to existing outdoor lighting has ranged from two years up to being exempt until replacement. Other municipalities have indicated compliance dates five years, seven years and up to ten years from enactment in order to allow affected owners of outdoor lighting to come into compliance with the newly enacted ordinance.

Does the Village know how many owners will be impacted once the Ordinance is enacted? Does the Village Board actually plan on passing the Ordinance without knowing the extent the Ordinance may impact owners? LEMIA believes it would be important for the Village Board of Trustees to know the potential impact the passage of this Ordinance will have that demands compliance within 90 days.

Subsection 8.90.7 identifies exemptions to the requirements of the Village's proposed lighting Ordinance. The Village identifies eight "exemptions". What are the parameters for the exemption activity identified in Subsection 8.90.7.G? What is the application process for the exemption? How long will the exemption process take for the Planning Commission and Board of Trustees to act on an application? Subsection 8.90.7.D is entitled "Public Lighting, and emergency lighting necessary for safety." What constitutes "public lighting"? LEMIA submits that its light post and fixture protect its citizens and their boat slips, piers and boats, as well as other boaters at its "harbors". The light constitutes public lighting for the safety of all boat owners and those on the lake. Therefore, LEMIA submits that exemption 8.90.7.D applies to LEMIA's light fixture and pole.

The Ordinance indicates that no light fixture can be greater than 25 feet in height? Why did the Board of Trustees choose that height? Again, does the Board of Trustees know the number of light fixtures attached to any structure that are greater than 25 feet? Are there any businesses that have lights attached to their structures, including buildings, greater than 25 feet? According to Subsection 8.90.5.C, any light fixture or assembly greater than 25 feet must be removed. In other words, no lighting of any kind can be greater than 25 feet off the ground.

Subsection 8.90.6 relates to Shore Land and Water-Oriented Lighting. Obviously, the intent of this subsection is to directly impact LEMIA's light, which appears to be the lightning rod for this ordinance. Why did the Board of Trustees pick "fifty (50) feet" for direct visible light as the stopping point? How is that not arbitrary? Why not 100 feet? Why is this limited to shore land and water-oriented lighting as opposed to all other outdoor lighting? Does the Village Board of Trustees know how many lake owners/private residences and businesses will be affected because their lights are directly visible beyond 50 feet?

On behalf of LEMIA, I could address other concerns respecting the proposed light ordinance. However, time does not permit public speaking beyond three minutes. LEMIA submits this letter as part of its request that the Village not act upon this ordinance until additional information and input is available to the Village Board of Trustees to make an informed decision.

Respectfully,

/s/ Timothy J. Andringa

Timothy J. Andringa
Attorney for Lake Elizabeth Manor
Home Improvement Association

TJA:mes



VILLAGE OF TWIN LAKES EVENT PERMIT APPLICATION

Please fill in all sections completely. Incomplete applications will be rejected. Applications must be submitted AT LEAST 8 WEEKS prior to the proposed event date for approval.



Section I- APPLICANT INFORMATION

Name of Applicant Twin Lakes Area Chamber & Business Assn.
Name of Event Organizer/Producer Alanna Colborn
Production Company/Organization Twin Lakes Chamber FEIN #
Street Address 349 E. Main St.
City Twin Lakes State WI Zip code 53181
E-mail Address web@twinlakeschamber.com
Daytime Phone 262-877-2220 Cell Phone 262-877-2220
☐ For-Profit or ☒ Non-Profit Organization 501(c) 6 EIN # (Tax Exempt Number) not tax exempt
*All non-profits must present a copy of their current Tax ID - EIN#

Section II- EVENT INFORMATION- Check the proper category

All applications are required to submit a detailed Site Plan/Map. Site Plan/Maps must include location, any street closures, barricades, parade routes, stages, alcohol sale location, tents, etc.

Title of Event Libertyfest & fireworks/Parade
Date(s) of Event July 3, 2026 | Parade July 4, 2026
Location(s) of Event Lane Park, Parade see map
Start Time for Event Fest 4-11pm a.m./p.m. End Time for Event Parade 11-12 a.m. (p.m.)
Event Chair/Contact Person Alanna Colborn Phone 262-877-2220
Day of Event Contact Name Same Phone Same
Is the event open to the public? ☒ Yes ☐ No
Will you charge an admission fee? ☐ Yes ☒ No
Estimated Attendance Number 500

Description of Event Parade from St. John's parking lot to Lane Park
Fest at Lane Park: DJ, food, beverages, ski show, fireworks

PERMIT REQUESTED

☒ **Parade Permit - No Charge**

☐ **Block Parties:** Small event limited to one street with 4 barricades in a neighborhood. Public Works will provide barricades the business day prior to your event and pick them up on the first business day following the event. It is your responsibility to set up and take down the barricades before and after your event. Main streets that are thoroughfares may not be approved due to safety issues. Residential block parties are not to last more than 6 hours between 9:00 am and 10:00 pm. Sale of alcohol is PROHIBITED at a private block party in a residential area. All consumption must be within the designated area and within the barricades. Public drinking citations will be issued outside of designated area. As a courtesy, please discuss plans with your neighbors prior to the event.

☐ **Park Reservation:** All users of the parks must check in at the Police Department in person or by phone (262-877-9056) on the day of the scheduled event prior to and after use of the facility to insure refund of security deposit. A key is available at the Police Department for entry to the Scout House and for use of electric at Millennium Park. The key must be returned to the Police Department immediately after the event. Prior to leaving, the electric and/or doors need to be locked and all garbage disposed of in outside cans or totes.

Select Park:

☒ Lance Park and Amphitheater

☐ Scout House

☐ Central Park

☐ West Side Park

☐ Millennium Park Pavilion

Describe Restroom facilities available to all participants porta potties, public restrooms

Will you be setting up a tent?

☒ Yes ☐ No

A Fire Inspection is required per NFPA Code 25.2

If yes, list the location, size, Rental Company, and proof of completion of locates.

10x10 and 10x20 pop ups over bar/food service area

Will there be any animals?

☐ Yes ☒ No

If yes, what type and how many

Will there be live performances, loud speakers or a DJ?

☒ Yes ☐ No

If yes, what type and hours DJ 4-10pm

Description of plan for handling refuse collection and after-event clean-up

Dumpster from Groot Village lotes

Description of plan for providing event security (if applicable)

work with ILPD for extra patrols during parade and at Lane Park during event.

Will there be fireworks or pyrotechnics at your event?

☒ Yes ☐ No

If yes, please attach a fireworks display permit or application.

Will your event include the sale of beer and/or wine?

☒ Yes ☐ No

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application or provide Proof of Operator's License. Sale of Alcohol is prohibited for residential block parties.

Will you or any other vendors be selling food or merchandise?

☒ Yes ☐ No

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

Multiple vendors selling making food hamburgers, brats, soft drinks, Chamber to
Do you intend to use the available picnic tables and benches in the location? ☒ Yes ☐ No Sell beer, soda

Section III- STREET USE

☐ Check if this section does not apply

Description of portion(s) of road(s) to be used

Road closures must include rental of barricades; must be coordinated with the Village of Twin Lakes Department of Public Works

Holy Hill Rd. and Church parking lot to N. Lake Ave to E. Main St. and end at Lance Park.

Will any parking stalls be used or blocked during the event?

☒ Yes ☐ No

Dates of Use 7/3/26 For volunteer & extra handicap spots at Lance Park & review stand in front of Chamber building 7/4/26 during parade.

Total Number of Parking Stalls Requested and Location

15 at Lance Park parking lot, 5 in front of Chamber building 7/4/26

Description of Signage to be used during event banners & color plast signs

Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

☒ Electricity; Explain cooler for beer, ice trailer, lights, fans, hescos

☒ Traffic Control; Explain help if needed from PD at end parade, during street closure

☒ Police Services; Explain road closures for parade

☐ Fire/EMS Services; Explain _____

☐ Other; Explain _____

Scout House, Lance, Central, West Side Park Reservation Fee

		# of Parks	# of Days	Applicable Fee
Security Deposit	\$100.00 x	<u>1</u>		= <u>100</u>
Non-Profit or Resident	\$75.00 x	<u>1</u>	x <u>1</u>	= <u>75</u>
Non-Resident	\$150.00 x		x	=

Millennium Park Reservation Fee

		# of Days
Security Deposit	\$100.00	
Non-Profit or Resident	\$50.00	x =
Non-Resident	\$100.00	x =

Block Party/Street Closure

Security Deposit	\$100.00	
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TOTAL 175.00

Note: The Village of Twin Lakes, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

All parks and public spaces must be left the way they were originally found. A check is required to be placed on file with the Clerk's Office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the applicant prior to processing.

LIABILITY INSURANCE REQUIREMENT

The applicant or special event sponsoring shall supply the Village with a certificate of Insurance demonstrating the required level of insurance coverage in addition to providing the Village with a copy of the insurance policy endorsement language demonstrating that the Village, its officers, agents, employees and contractors are named and endorsed as an additional insured party. Certificate must show Comprehensive General Liability Insurance with coverage for contractual liability with limits no less than \$1,000,000 each occurrence for comprehensive general liability insurance and, \$2,000,000 aggregate limits for bodily injury and property damage, unless otherwise specified by the Village. The Village Board may require a higher limit depending upon the details of the special event, which may include:

- (1) A special event that includes alcohol, or,
- (2) A special event that is anticipated to have attendance greater than 100 people per day, or,
- (3) A multi-day special event.

Proof of this insurance is required to be turned into the Village no less than ten (10) days prior to the start of the special event. If any modifications occur to the Insurance terms, the applicant must also notify the Village immediately. Any change to coverage requires Village approval. Also, if coverage is canceled or no longer meets the Village's requirements, the special event permit will be rescinded. The applicant shall also agree to hold the Village, its officers, employees, agents, and contractors harmless against all claims, liability, loss, damage, or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to a person or property caused by or resulting directly or indirectly from the activities for which the special event permit is granted.

Upon approval, the permit issued by the VILLAGE OF TWIN LAKES authorizes the applicant to conduct the event described in the application and the applicant hereby agrees to comply with all applicable laws, rules and regulations, including any restrictions or conditions imposed by the Village, affecting the holding of an event. The applicant acknowledges and understands that the VILLAGE OF TWIN LAKES reserves the right to cancel any permit for non-compliance by the applicant with the restrictions or conditions imposed by the Village in approving the application or for violating any laws, rules or regulations.

Acknowledged and Agreed YES ✓ NO

Applicant Signature C. Thompson Date 2-26-26

VILLAGE OF TWIN LAKES STAFF USE ONLY

Date Filed with Clerk 3/12/2026 Amount Paid & Receipt # 175.⁰⁰ paid

Checklist ☒ Map of Event or Site Plans ☒ Insurance

☒ Temporary Class "B"/"Class B" Retailer's License Application, if necessary

Police Chief Signature _____ Date _____

☐ Approved ☐ Denied Notes _____

DPW Signature _____ Date _____

☐ Approved ☐ Denied Notes _____

Fire Chief Signature _____ Date _____

☐ Approved ☐ Denied Notes _____

COW Meeting Date _____ Board Meeting Date _____ Permit Number _____

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: Pyrotechnico, Inc Phone: 262-877-2220

Person sponsoring fireworks display (Only Applicant will be issued a permit):

Twin Lakes Area Chamber

Address of person sponsoring fireworks display (NO P.O. Box):

349 E. Main St. Twin Lakes WI 53181
Street Address City State Zip

Email of Sponsor: web@twinlakeschamber.com

Description of Event & location: Libertyfest at Lance Park

Specify fireworks launch location: barge on Lake Mary - see map attached

Name of Fireworks Company performing display: Pyrotechnico

Address of Firework Company performing display (NO P.O. Box):

299 Wilson Rd. New Castle PA 16103
Street Address City State Zip

Email of Applicant: rpakosz@pyrotechnico.com

Date/Time of authorized possession and use: July 3, 2026 beginning at dusk (approx 930pm)

SPECIFIC LOCAL REQUIREMENTS

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, Twin Lakes Area Chamber (Emily Olczak), am aware of the dangers of fireworks and
(Please Print Name)

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.

DATE: 3-5-2026

APPLICANT SIGNATURE

For Office Use Only

Amount Paid and Check # 100.00 Ch 6536 Date Received 3/12/2026

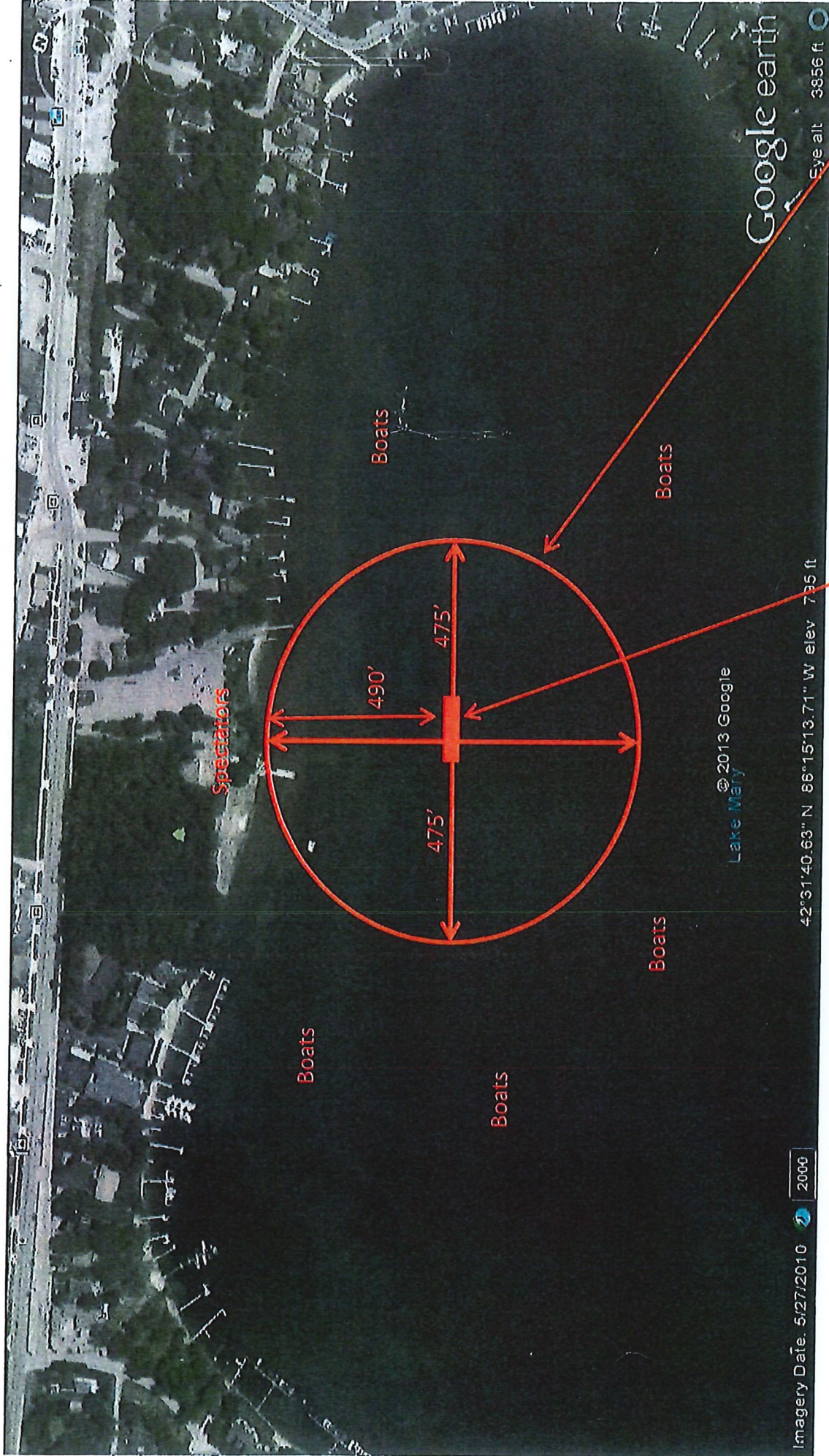
Police Chief Approval _____ Fire Chief Approval _____

Date Approved by Board _____ Fire Engine Standby Required ☐ Yes ☐ No

President Signature _____ Date Issued _____

Twin Lakes Wisconsin
Lance Park / Lake Mary
Twin Lakes Wisconsin 53181

5" Shells / Low Level 3" Angles



Fire and Lake Safety Boats
patrol and secure safety zone
around barge platform

Setup Area: 20'x 50' Barge Platform

Radius: 475' from Setup Area

Village of Twin Lakes Police Department
Monthly Activity Report

Reporting Period: March 1 – March 31, 2026

Submitted by: Chief of Police Katie Hall

Meeting Date: April 20, 2026



Executive Summary

In March 2026, the Police Department responded to **425 calls for service**, conducted **697 extra patrols and traffic activities**, made **8 criminal arrests**, and conducted **101 traffic enforcement actions** while continuing training initiatives and community engagement efforts. Overall activity levels remained consistent with seasonal expectations.

Calls for Service Overview

Category	March
Suspicious Activity	21
Medical Assists	33
DC/DV	5
Alarm Calls	16
Theft / Property Crimes	6
Welfare Checks	10
Motor Vehicle Crashes	2
Sexual Assaults/ICAC	1
Extra Patrols/Traffic	697
Assist Other Agencies	18
All Other Calls	373
Follow-Up Investigation	43
Total Calls:	1,165

Note: Total calls include officer-initiated activity, extra patrols, and follow-up investigations.

Criminal (Circuit Court) Arrest Activity

Charge Type	March
Felony	5
Misdemeanor	12
Total Criminal Charges:	17

Traffic/Ordinance Enforcement

Activity	March
Traffic Stops	101
Citations Issued	41
Written Warnings	6
Verbal Warnings	74
OWI Arrests	2
Other Citations	13
Total Traffic Enforcement	237

Significant Incidents

- **3/3** - Officers responded to a residential fire and located an active kitchen fire inside the home. Officer Robinson forced entry and extinguished the fire. Officers also safely removed three dogs from the residence. I would like to recognize Officer Robinson for a job well done, as his quick actions played a critical role in the successful outcome.
- **3/10** - Officers assisted the Kenosha County Sheriff's Office with a vehicle pursuit. After terminating the pursuit, the vehicle crashed in the 40700 block of CTH F. Twin Lakes officers responded to the scene and assisted with documentation.
- **3/13** - An intern from the Gateway Technical College Police Science Program completed time with the department, shadowing dispatch, investigations, and patrol operations. The experience resulted in the intern submitting an application for employment with the department.
- **3/14** - Officers responded to a suicidal subject who had barricaded himself in a vehicle while armed with a handgun. Through calm communication and crisis negotiation, the subject safely disarmed himself and exited the vehicle without incident. Officer Hanson and Sergeant Giovannoni are commended for their professionalism and effective handling of a high-risk situation.
- **3/23** - Officers responded to a reported shooting at an apartment in the Village, where a deceased adult female was located inside the residence. A 35-year-old male was taken into custody without incident. An infant and a dog were also present and unharmed. The Twin Lakes Police Department led the investigation, with assistance from partner agencies. Sergeant Gavahan is recognized for his leadership in managing the investigation. The incident is believed to be isolated, with no ongoing threat to the community. We commend the responding officers,

assisting agencies, and dispatch personnel for their professionalism and coordinated response during this critical incident.

- **3/25** - Officers responded to a property damage complaint involving two individuals at a local boat launch. The individuals reported a prior verbal confrontation with an unknown male while fishing, during which the individual began yelling profanities and stated they were “scaring away the fish.” Upon returning to the boat launch, they discovered their vehicle had been keyed and their trailer tires deflated. The incident was investigated, and officers located the suspect the following day. The suspect was arrested and transported to jail for criminal damage to property.

Community Policing & Outreach

- SRO Phelps hosted a Parent Connection Night at Randall School, providing information on truancy and emphasizing the importance of school attendance.
- A community member interested in a law enforcement career participated in a ride-along with a patrol officer. This experience resulted in an application with the department for employment.
- SRO Phelps attended and assisted with the KESO 5th Grade D.A.R.E. graduation.
- Officers attended and supported a 3-on-3 basketball tournament at Lakewood School.

Training

Department personnel completed the following training to enhance operational readiness, strengthen leadership skills, and improve coordination with partner agencies.

- Intoxication Training- Sergeant Giovannoni and Officer Mireles
- 2026 WSSCA Annual Safety and Security Conference – SRO Phelps
- FBI-LEEDA Supervisor Leadership Conference- Sergeant Giovannoni
- Conflict Management for Supervisors- Supervisors, Officers, and Dispatchers
- SMART (Mutual Aid) Training - Multiple Employees
- SWAT Training - Captain Bauer
- Gracie Training (GST) – Captain Bauer and Officer Dorosan
- Peer Support Training – Officer Mireles
- Crowd Control Training – Sgt. Gavahan and Officer Bosas

Total Training Hours Completed: 131

Staffing Update

Staffing levels remain stable overall, with continued efforts focused on recruitment and maintaining full operational coverage.

- Current sworn staffing level: **14 full-time officers and 1 part-time officer**
 - Full-time Vacancies: 1
 - Officers in field training: 1
 - Current dispatch staffing level: **5 full-time dispatchers and 4 part-time dispatchers**
 - Full-time Vacancies: 0
 - Dispatchers in field training: 1
-

Equipment / Administrative Updates

- Department personnel were featured in a documentary highlighting human trafficking response and multi-agency collaboration, bringing positive attention to the department's work in this critical area.
- A significant roof leak resulted in gallons of water entering the building. Temporary repairs have been completed; however, we have been advised that full roof replacement will likely be needed within the next year.
- We anticipate notification within the next few weeks regarding the FY26 Interoperable Radio Grant submitted in January.
- The department has received new drones. Officers are currently studying to obtain FAA certification, with formal training to be scheduled in the near future.
- Review and planning for replacement of aging equipment
- Identification and application for additional grant opportunities to support equipment and technology upgrades

These efforts support ongoing modernization, officer preparedness, and the department's ability to effectively respond to evolving public safety needs.

Looking Ahead

Priorities for the upcoming month include:

- Continued recruitment efforts
- Ongoing policy review updates
- Community engagement planning for spring events

- Continued focus on Employee wellness, fitness and employee check-ups
 - Pursuit of grant opportunities to assist with wellness and operational costs
 - Ongoing training and professional development initiatives
 - Strengthening partnerships with businesses and community groups
 - Monitoring staffing levels and overtime usage
 - Continued emphasis on proactive policing and community presence
 - The department recognized dispatch personnel during National Public Safety Telecommunicators Week in April, acknowledging the vital role they play in coordinating emergency response and supporting field operations. We thank our dispatchers for their professionalism, dedication, and the essential service they provide to our community.
-

Conclusion

The Police Department continues to deliver proactive patrol services and responsive community support. Staff maintained professionalism while managing ongoing call volume and engaging positively with the community. The department remains committed to providing high-quality service while adapting to the evolving needs of the community.

Respectfully Submitted,

Katie Hall

Chief Katie Hall

ORDINANCE NO. 2026-4-1**An Ordinance Creating Chapter 8.90 Of The Twin Lakes Code Of Ordinances
Pertaining To Outdoor Lighting**

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

SECTION I

Chapter 8.90 of the Twin Lakes Code of Ordinances, pertaining to outdoor lighting, be, and hereby, is created to read as follows:

"Chapter 8.90**OUTDOOR LIGHTING****Sections:**

8.90.1 Title and Authority.

8.90.2 Purpose and Intent.

8.90.3 Applicability.

8.90.35 Effects on Other Codes.

8.90.4 Definitions.

8.90.5 General Lighting Standards.

8.90.6 Shoreland and Water-Oriented Lighting.

8.90.7 Exemptions.

8.90.75 Nuisance or Public Nuisance Conditions.

8.90.8 Enforcement and Complaints.

8.90.9 Penalties.

8.90.10 Severability.

8.90.11 Effective Date.

8.90.1 Title and Authority.

This Chapter shall be known as the Village of Twin Lakes Outdoor Lighting Ordinance and is adopted pursuant to the Village's authority under Wis. Stat. § 61.34 and other applicable provisions of Wisconsin law.

8.90.2 Purpose and Intent.

The purpose of this Chapter is to ensure adequate and safe outdoor lighting for public and private properties while minimizing glare, light trespass, excessive illumination, and light pollution. This Chapter is intended to preserve the nighttime character and aesthetic qualities of the Village of Twin Lakes, protect navigable waters, conserve energy, prevent lighting nuisances, and allow residents and visitors the peaceful enjoyment of property under natural night sky conditions.

8.90.3 Applicability.

A. This Chapter shall apply to all exterior lighting installed, replaced, relocated, altered, or operated after the effective date of this Chapter.

B. Existing outdoor lighting that does not conform to this Chapter shall be brought into compliance or discontinued within ninety (90) days of the effective date, unless otherwise exempted herein.

C. Outdoor lighting associated with a use or structure that is abandoned as defined elsewhere in the Village Code or ordinances shall be brought into compliance with this Chapter prior to resumption of use.

8.90.35 Effects on Other Codes.

The provisions of this Chapter are intended to supplement other applicable Village codes and zoning requirements and regulations. Compliance with all applicable provisions of a building, zoning, electrical and other Village codes and ordinances must be observed. In the event of a conflict between requirements of this Chapter and other Village codes or ordinances, the more stringent requirement shall apply.

8.90.4 Definitions.

As used in this Chapter, unless the context clearly indicates otherwise, certain words and phrases shall mean the following:

A. "Exterior lighting" means any outdoor artificial illuminating device, whether permanent or portable, used for illumination or advertisement, including general lighting fixtures, search lights, spot lights and flood lights, whether for architectural lighting, parking lot lighting, landscape lighting, signage/billboards, street lighting, or any other purpose. "Exterior lighting" is used interchangeably with "exterior lights," "outdoor lights," and "outdoor lighting."

B. "Glare, or light glare" means a light ray emanating directly from a lamp, reflector or lens such that it falls directly on the eye of the observer.

C. "Light trespass" means light emitted beyond the property boundary exceeding one-half (0.5) foot-candle, equivalent to five and four-tenths (5.4) lux, measured at four (4) feet

above ground level at the property line, or four (4) feet above the water surface at a point one hundred fifty (150) feet from the shoreline.

D. "Luminaire or luminaries" means the complete lighting assembly, less the support assembly. For purposes of determining total light output from a luminaire, light assemblies which include multiple unshielded or partially shielded lamps on a single pole or standard shall be considered as a single unit.

E. "Security lighting" means illumination used as a preventative or corrective measure against intrusions or other criminal activity on a physical piece of property.

F. "Shielded or light shield" means any attachment which interrupts and blocks the path of light emitted from a luminary or fixture. A shield or light shield shall block the direct observation of the light producing portion of the fixture from direct view or interrupt the direct viewing of the light producing portion so as to avoid light trespass or glare as defined above.

8.90.5 General Lighting Standards.

A. All outdoor luminaries producing artificial light shall be located, sized, shielded and/or directed in such manner that they do not constitute light trespass to adjacent properties, public roadways, private roadways or navigable waters as defined herein. Beyond the shielding requirements of this Chapter, all light fixtures shall be located, aimed or shielded so as to eliminate light trespassing across property boundaries.

B. All light fixtures that are required to be shielded shall be installed and maintained in such a manner that the shielding is effective.

C. Outdoor light poles or support assemblies shall not exceed twenty-five (25) feet.

D. Flashing, pulsating, rotating, oscillating, laser lights, including laser light shows and aerial laser lights, strobe, or search light-type lighting is prohibited.

E. All architectural lighting, per fixture, shall be 150 Watts or less (incandescent) or 60 Watts or less (LED or other types), and lights shall have at least 90% of their light falling on the illuminated structure.

F. No outdoor luminaries may be operated in such a manner as to constitute a hazard or danger to persons, or to safe vehicular or boating operations.

G. Special events lighting for any temporary use using exterior lighting which is not in complete compliance with the requirements of this section shall secure a temporary use permit in advance.

H. Motion-activated security lighting shall not be activated by movement or activity beyond the property boundaries, including by movement or activity on public or private roads. Motion-activated security lighting shall not be illuminated for more than three (3)

minutes after motion has ceased. Motion sensors shall be aimed and adjusted to prevent activation by minor movement, including trees, vegetation, insects, or activity beyond the property boundaries, and shall be so aimed and shielded to prevent light trespass.

8.90.6 Shoreland and Water-Oriented Lighting.

Shoreland and water-oriented lighting pertains to all lighting on berthing structures, piers or docks designed to illuminate those structures. Lighting or luminaries on docks, piers, berthing structures, or shoreline areas shall be shielded to prevent direct visibility beyond fifty (50) feet. Low wattage solar lights are acceptable.

8.90.7 Exemptions.

The following are exempt from the requirements of this Chapter, to the extent described as follows:

A. Temporary lighting for civic events, road construction, emergency repair or maintenance of utility lines, sewer, water mains or similar public infrastructure is exempt from this Chapter.

B. Temporary ice activity illumination is permitted when ice conditions allow and persons are present and actively participating. Illumination shall be extinguished when persons are no longer present.

C. All low voltage landscape and low voltage holiday lighting and accent lighting are exempt from the requirements of this Chapter, including lighting with no individual bulb(s) or lamp with a rating greater than five (5) watts, such as decorative string lights or pathway lights provided such lighting does not create glare, light trespass or nuisance condition.

D. Public lighting, and emergency lighting necessary for safety.

E. Temporary lighting legally allowed for hunting, fishing or trapping while those activities are actually taking place and persons involved are actively present.

F. Flagpoles and other elevated objects such as state and national flags, statues, entranceway markers, or other top-of-pole mounted objects which cannot be illuminated with downward-directed lighting may be used only in the form of one (1) narrow-cone spotlight per flag which confines the illumination to the object of interest and provides that the lighting is restricted to an angle of not less than 75 degrees upward from the horizontal.

G. Recreation uses of exterior lighting for outdoor recreational uses such as ball diamonds, playing fields, golf driving ranges, tennis courts, parks and similar outdoor recreational areas and uses may be exempted from some or all of this Chapter if approved by the Plan Commission and Village of Twin Lakes Board of Trustees following an adequate plan review. The Village of Twin Lakes Board of Trustees retained the right to determine times in hours of illumination regarding recreational uses and activities.

H. Temporary exemption may be granted following a request to the Village of Twin Lakes Clerk describing the reasons and need for the request and the nature of the exemption request. The Village Clerk shall provide the Village Board with the request for its approval. If approved by the Village Board, the Village of Twin Lakes Clerk will provide the approval in writing and notify the Police Department of the same. Exemptions shall not be allowed for more than 30 days, except that a maximum of one 30-day renewal may be approved via the manner described in this subsection. The Village Board reserves the right to terminate any temporary light ordinance exemption for any reasonable cause, including but not limited to, concerns about safety or light trespass.

8.90.75 Nuisance or Public Nuisance Conditions.

For the purposes of this Chapter, a nuisance or public nuisance means any outdoor lighting installed, operated, or maintained in violation of this Chapter, including but not limited to, the following:

A. Lighting that produces glare which interferes with the use or enjoyment of neighboring properties.

B. Illumination that extends across property lines or onto navigable waters so as to create a hazard or disturbance.

C. Lighting that causes unsafe conditions for motorist, pedestrians, or boaters.

D. Failure to shield or direct lighting as required by this Chapter.

8.90.8 Enforcement and Complaints.

Investigations of possible violations of this Chapter shall generally be initiated upon receipt of a written or verbal complaint from an identifiable complainant who is willing to provide their name and contact information. Anonymous complaints shall not, by themselves, prompt an investigation or enforcement action. Notwithstanding the foregoing, a law enforcement officer or authorized official may initiate enforcement without a named complainant when a lighting condition is personally observed and reasonably determined to pose a substantial risk to public safety, including but not limited to hazards affecting vehicular or pedestrian traffic, navigation on waterways, or other conditions creating an immediate threat to the general public.

8.90.9 Penalties.

It shall be unlawful for any person to violate any provision of this Chapter. Each day that the violation continues after notification of noncompliance shall constitute a separate offense. The Village of Twin Lakes may institute appropriate action or proceedings to enjoining violations of this Chapter or applicable Wisconsin statutes, in addition to or in lieu of other enforcement actions, including the issuance of citations. Violations are subject to forfeitures of not less than one hundred dollars (\$100.00) nor more than two hundred fifty dollars (\$250.00) plus the costs of prosecution.

8.90.10 Severability.

If any portion of this Chapter is held invalid, the remaining provisions shall remain in full force and effect.

8.90.11 Effective Date.

This Chapter shall take effect upon adoption and publication by law, and the Village Clerk/Treasurer shall so amend the Village of Twin Lakes Code of Ordinances, and shall indicate the date and number of this creating Ordinance therein."

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/Treasurer 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 ____ day of _____, 2026.

ATTEST:

VILLAGE OF TWIN LAKES

Sabrina Waswo, Village Clerk

Howard K. Skinner, Village President

Members Voting:

___ Aye ___ Absent

___ Nay ___ Abstained



VILLAGE OF TWIN LAKES

VILLAGE BOARD AGENDA REQUEST FORM

(Required pursuant to A-4 Village Board Agenda Item Submission and Scheduling Policy)

1. GENERAL INFORMATION

Requesting Party (Name & Title): _____ Greg Richter/Head Sewer Operator _____

Department (if applicable): _____ Sewer _____

Date Submitted: _____ 4-13-26 _____

Meeting Requested (COW Date): _____ 4/20/2026 _____

2. SUMMARY OF ISSUE

Provide a clear written summary of the matter for discussion or action:

Repair pump #1 at Lift Station #3. Pump #1 went into seal fail on Thursday, April 2nd. Xylem was able to extract the pump on Saturday, April 4th in order to take to their shop for inspection. The Xylem service report states the following: "Upon inspection, it was found that this pump suffers from seal failure which allowed sewage to penetrate the oil chamber of the pump and a mix of sewage and oil was able to penetrate the motor chamber. The stator will require cleaning and baking to assure recovery. The impeller is very worn and will need replaced. The bearing housing was found to be worn and needs replaced. The inner cooling jacket was extremely corroded and will need replaced. And lastly, in addition to some hardware, a basic repair kit consisting of new seals, bearings, and O-rings will be required to complete this repair." See attached service report. See attached quote for list of repairs and cost.

3. REQUESTED OUTCOME

- ☐ Discussion Only
- ☐ Direction from Committee of the Whole
- ☒ Action (following COW discussion)

Describe the recommended action or requested Board direction:

Requesting approval for repairs to pump #1 at Lift Station #3. Repair cost would be similar for a Different company to perform the same work. Cost to repair is cheaper than to replace (see attached quote for a new pump), and could provide another 10-15 years of service without major repairs. Therefore, the cost to repair the pump opposed to replace appears to be the more viable option.

4. FISCAL IMPACT (If Applicable)

☐ No Fiscal Impact

☐ Fiscal Impact: \$ _____ \$13,663.80 _____

Budgeted: ☐ Yes ☐ No

Account Line: ____200 60 5361050 270_____

Funding Source (i.e grant, donation): _____

5. SUPPORTING DOCUMENTATION

Check all that are attached:

☐ Contracts / Agreements

☐ Quotes / Proposals

☐ Ordinance / Resolution Draft

☐ Maps / Exhibits

☐ Staff Report / Background Materials

☐ Other: _____

Submission Reminder

Agenda materials for Committee of the Whole meetings must be submitted to the Village Administrator no later than **9:00 a.m. on the Tuesday preceding the meeting**, in accordance with Village policy.

Administrative Review (For Office Use Only)

☐ Complete

☐ Returned for Additional Information

☐ Deferred

Administrator: _____ Date: _____

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

CUSTOMER INFORMATION:

Name: VILLAGE OF TWIN LAKES

Contact: joshua Voigt

Location: Transport Serial Numbers not associated to a customer DO NOT CHANGE LOCATION NAM

Telephone: 4147195567

Address:

Email:
joshua.voigt@xylem.com

PRODUCT INFORMATION:

Installed Product	Serial Number	Product Code
3153.091-1070156	3153.091-1070156	00-31530910881

GENERAL INFORMATION

Problem description:

Planned work:

Upon inspection, it was found that this pump suffers from seal failure which allowed sewage to penetrate the oil chamber of the pump and a mix of sewage and oil was able to penetrate the motor chamber. The stator will require cleaning and baking to assure recovery. The impeller is very worn and will need replaced. The bearing housing was found to be worn and needs replaced. The inner cooling jacket was extremely corroded and will need replaced. And lastly, in addition to some hardware, a basic repair kit consisting of new seals, bearings, and O rings will be required to complete this repair.

MAINTENANCE TECHNICIAN

Signature:

Name: Adrian Turner

Phone:

Email: adrian.turner@xylem.com

WORK APPROVED

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Date: 4/9/2026

Audit Results

ACT WorkShop 2. Investigation

CHECKLIST RESULT FOR ACT WORKSHOP 2. INVESTIGATION

Section-Pump Verification

QUESTION

ANSWER

The Pump Serial Number has been recorded as

3153.091-1070156

Is this correct?

Yes

Section-Product Description

QUESTION

ANSWER

The Product Description is below

NT 3153.091 462 HT 149 kW 3x200 V
4-Poles 60 Hz

Is this Correct?

Yes

Section-Investigation: FM/CSA EX Rated Confirmation

QUESTION

ANSWER

Is the pump FM/CSA EX Rated?

Yes

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Section-Investigation: Information

QUESTION	ANSWER
Hydraulic Type	N: Semi Open
Installation Type	X: No Volute

Section-Voltage

QUESTION	ANSWER
Pump Voltage	Other
If Other Please record	200 volts

Section-Investigation: Accessories

QUESTION	ANSWER
Starter Device Included?	No

Section-Investigation: MFV Flush Valve

QUESTION	ANSWER
MFV (Flush Valve)	No

Section-Investigation: Pump Lifting

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

QUESTION	ANSWER
----------	--------

Handle Condition Good

Was Pump Supplied with Lifting Chain/Lifting Cable? No

Section-Pump Cable

QUESTION	ANSWER
----------	--------

Was Pump Supplied with Power Cable? Yes

Cable Condition Fair

Cable Length 20ft

Section-Investigation: Electrical Checks

QUESTION	ANSWER
----------	--------

Megger to Ground through the Cable: L1 1k

Megger to Ground through the Cable: L2 1k

Megger to Ground through the Cable: L3 1k

Resistance through Cable: L1 - L2 .5

Resistance through Cable: L2 - L3 .4

Resistance through Cable: L1 - L3 .4

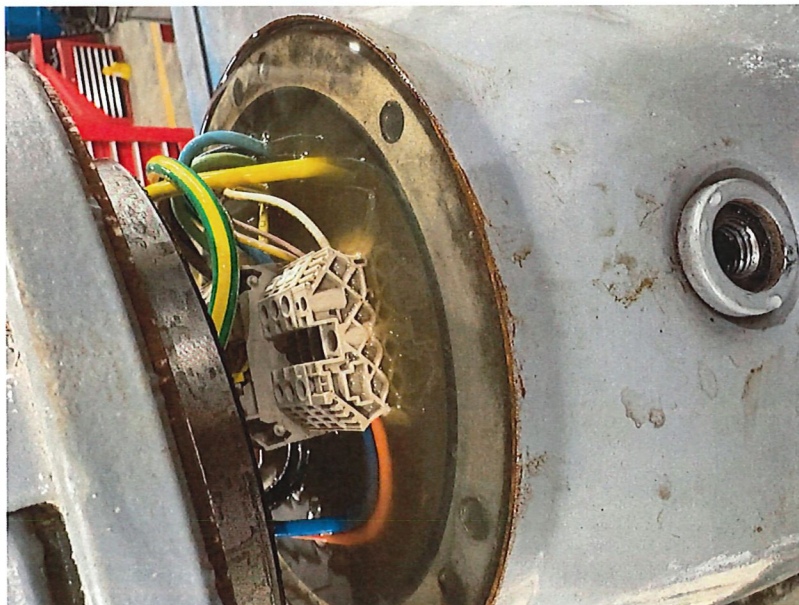
SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Junction Box Condition	Wet/Flooded
Does Connection Hardware need to be Replaced?	Yes
Junction Box Comments	full of water

Optional Photo of Junction Box



Section-Investigation: Sensors: FLS

QUESTION

ANSWER

FLS?

Yes

Section-Investigation: Sensors: Bearing Sensor

QUESTION

ANSWER

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Bearing Sensor?

No

Section-Investigation: Sensors: Other

QUESTION

ANSWER

Does the Pump have any other Sensors?

No

Section-Investigation: Seals

QUESTION

ANSWER

Photo of Inspection Chamber



SERVICE REPORT

Work Order #: WO-00413815
Date/Time: 4/9/2026

Inspection Chamber Contents	Water & Oil
Oil Condition	Water & Oil
Comments	due to seal failure all oil and water drained from inspection port

Section-Mixer Checks

QUESTION	ANSWER
----------	--------

Propeller Condition	Poor - Recommend Replacement
---------------------	------------------------------

Photo of Propeller



SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Section-Investigation: Hydraulic Checks

QUESTION

ANSWER

Impeller/Propeller Condition

Poor - Recommend Replacement

Impeller/Propeller Photo



Section-Investigation: Hydraulics: Volute Condition / Flange Condition

QUESTION

ANSWER

Comments

no volute was sent with pump

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Section-Investigation: Mechanical

QUESTION	ANSWER
Oil Housing Condition	Fair
Mechanical Seal Condition	Unusable
Mechanical Seals	Inner Seal to be Replaced, Outer Seal to be Replaced
Bearing Housing Condition	Poor - Recommend Replacement
Bearing Condition	Fair
Bearings	Upper Bearing to be Replaced, Lower Bearing to be Replaced
Shaft Condition	Fair
Stator Housing Condition	Fair
Stator Condition	Fair
Photo of Stator	

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026



Fasteners

Fair

Section-Primary Cause of Failure

QUESTION

ANSWER

Cause of Failure - select all that apply:

Seal Related

Section-Repair Remarks

QUESTION

ANSWER

Upon inspection, it was found that this pump suffers from seal failure which allowed sewage to penetrate the oil chamber of the pump and a mix of

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Repair Remarks - Used on Quotation Document:

sewage and oil was able to penetrate the motor chamber. The stator will require cleaning and baking to assure recovery. The impeller is very worn and will need replaced. The bearing housing was found to be worn and needs replaced. The inner cooling jacket was extremely corroded and will need replaced. And lastly, in addition to some hardware, a basic repair kit consisting of new seals, bearings, and O rings will be required to complete this repair.

Misc Photo 1

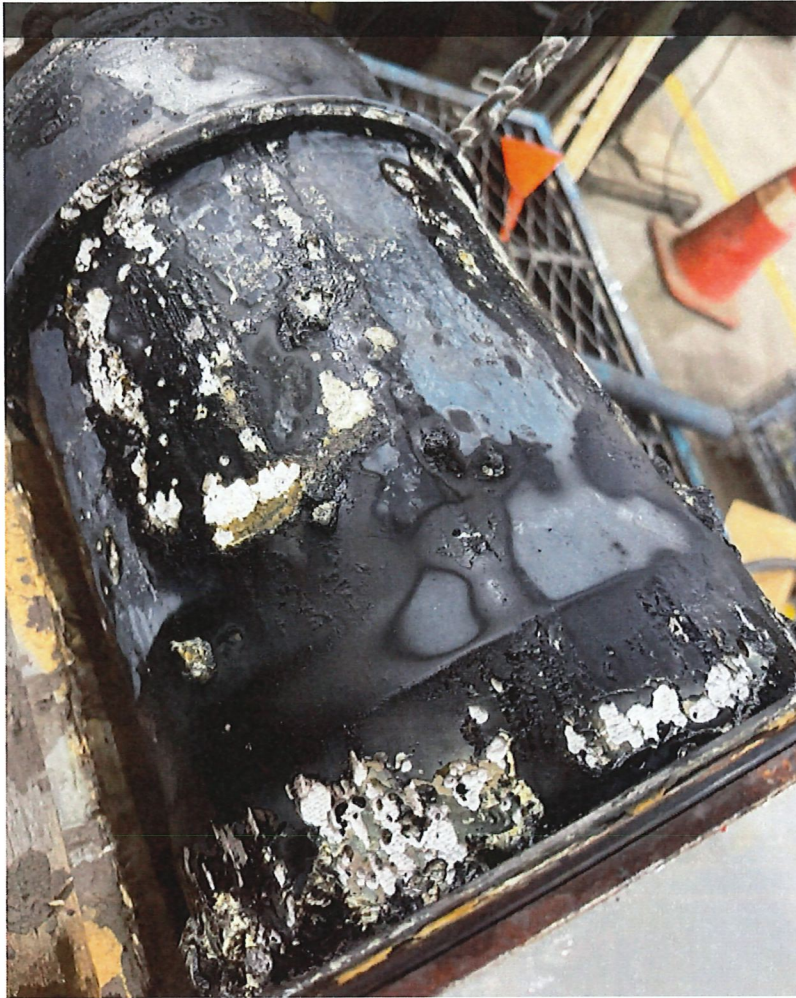


Misc Photo 2

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026



Misc Photo 3

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026



Section-Pump Repair Hours

QUESTION	ANSWER
Pump Model	3153
Repair Level	Repair Level 4 Level 3 + stator/rotor
FM / CSA Adder	Yes
Rush Job Adder	No
Epoxy Adder	No
Clean & Bake Adder	Yes
Drive Adder	None
Additional Evaluation Hrs (manual Est) - If no additional hours required please enter 0	0

SERVICE REPORT

Work Order #: WO-00413815

Date/Time: 4/9/2026

Additional Repair Hrs (manual Est) - If no additional hours required please enter 0 0

Section-Pump Location

QUESTION	ANSWER
----------	--------

Where has the Pump been Placed (Bay/Rack or other location)	8-A-1
---	-------

Is checklist ready for final submission?	Yes
--	-----

Signature: _____

7.)F.)L.



Xylem Water Solutions USA, Inc.
Flygt Products

April 9, 2026

VLG OF TWIN LAKES
PO BOX 1024
901 GATEWOOD DR
TWIN LAKES WI 53181-1024

N26 W23445 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # R2026-PEW-0069
Project Name: VOTL 3153 PARTS
Job Name:
Contact: Joshua Voigt
Phone: 414-719-5567
Email: joshua.voigt@xylem.com
Work Order: WO-00413815

Product Identification

Product Number: 00-31530910881

Serial Number: 3153.091-1070156

Repair/Service Requirements and remarks

Upon inspection, it was found that this pump suffers from seal failure which allowed sewage to penetrate the oil chamber of the pump and a mix of sewage and oil was able to penetrate the motor chamber. The stator will require cleaning and baking to assure recovery. The impeller is very worn and will need replaced. The bearing housing was found to be worn and needs replaced. The inner cooling jacket was extremely corroded and will need replaced. And lastly, in addition to some hardware, a basic repair kit consisting of new seals, bearings, and O rings will be required to complete this repair.

Block 1

Qty	Part Number	Description	Unit Price	Extended Price
1	605 94 09	IMPELLER,N HT CODE 462 CI	\$ 3,663.00	\$ 3,663.00
1	642 10 01	HOLDER,BEARING ALUM	\$ 373.00	\$ 373.00
1	663 04 00	SENSOR,LEVEL FLS-10	\$ 567.00	\$ 567.00
6	83 53 17	CLAMP,TERMINAL	\$ 69.00	\$ 414.00
2	83 53 54	SUPPORT,END	\$ 13.00	\$ 26.00
1	608 13 02	JACKET,COOLING STEEL	\$ 774.00	\$ 774.00
1	14-69 00 24A	SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR	\$ 72.00	\$ 72.00
1	82 38 00	WASHER,SS 13MM ID 24MM OD	\$ 7.80	\$ 7.80
1	792 06 00	LEAD-THROUGH UNIT	\$ 88.00	\$ 88.00
1	650 51 00	CABLE UNIT	\$ 155.00	\$ 155.00
1	657 17 08	KIT,REPAIR BASIC 3153	\$ 3,568.00	\$ 3,568.00



Qty	Part Number	Description	Unit Price	Extended Price
19	14-69 00 02A	LABOR,SVC FLYGT,NO TAX	\$ 145.00	\$ 2,755.00
		Z3-TP MODELS:		
		3000,6000,7000,8000		
1	720 14 00	SLEEVE UNIT	\$ 306.00	\$ 306.00
3	83 53 49	CONNECTION,CROSS	\$ 15.00	\$ 45.00
1	83 04 55	SCREW,ALLEN M12 X 110 SS	\$ 38.00	\$ 38.00
1	650 20 03	CONNECTION,CROSS	\$ 81.00	\$ 81.00
3	83 53 58	CLAMP,TERMINAL	\$ 15.00	\$ 45.00
1	14-69 00 21B	ENV FEE 11-50HP TP	\$ 98.00	\$ 98.00
		ENVIRONMENTAL FEE		

Block 1 Price **\$ 13,075.80**

Total Price **\$ 13,075.80**

Freight Charge **\$ 588.00**

Total Price **\$ 13,663.80**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Unclaimed Equipment and Purchase Order Policy:

Insofar and to the extent that this Quote is for Xylem in-house repairs of Customer-owned equipment, Xylem will require that a Purchase Order or Scrap Authorization be received in writing within 90 days of this Quote. In the event Xylem does not receive a Purchase Order or Scrap Authorization in writing within 90 days, Xylem reserves the right to return Customer-owned equipment to the Customer's location and Customer will be liable to Xylem for the return freight in addition to the initial evaluation costs incurred to provide Quote.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.



Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for sixty (60) days.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Sincerely,

Erumu Duado
Customer Experience Specialist
Phone: 2625063240
Cell: 2622023448
erumu.duado@xylem.com

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount ☐ Repair ☐ Replacement shown above.

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To: ☐ Will Pick Up ☐ Deliver ☐ Ship To

Ship/Delivery Address: _____

Bill To: _____

Taxable: ☐ Yes ☐ No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Xylem Water Solutions USA, Inc.
Flygt Products

April 9, 2026

VLG OF TWIN LAKES
PO BOX 1024
901 GATEWOOD DR
TWIN LAKES WI 53181-1024

N26 W23445 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2026-PEW-0227
Project Name: Village of Twin Lakes 3153 RFQ

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Notes:

Lead times are estimates only.
Prior to PO, please confirm voltage.

WO-00413815 3153.091-1070156

Qty	Description	Disc.%	Extended Price
1	Flygt Model NT-3153.095 4" volute Submersible pump equipped with a 208 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 462 impeller, 1 x 65 Ft. length of SUBCAB S3x10+3x10/3+S(4x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	20.00	\$ 22,316.00

WO-00413815 3153.091-1070156 Price **\$ 22,316.00**

Total Price **\$ 22,316.00**

Freight Charge **\$ 1,255.00**

Total Price **\$ 23,571.00**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.



Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

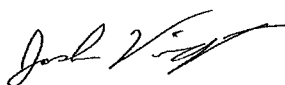
Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for thirty (30) days.

Schedule: Shipment lead times are 14-16 weeks after order acceptance.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Joshua Voigt
Sales Representative
Phone: 262/506-2343
Cell: 414/719-5567
joshua.voigt@xylem.com
Fax: 262/544-1399



Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-PEW-0227
Customer Name: VLG OF TWIN LAKES
Job Name:
Total Amount: \$ 22,316.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____

VILLAGE OF TWIN LAKES

Village Board Meeting Packet

Presented by: Aquanut Water Shows

Lake Mary Shoreline Restoration & All Season Pier Project Lance Park

Board Agenda Cover Memo

To: Village President and Village Board

From: Aquanut Water Shows

Date: APRIL 20, 2026

Subject: Lake Mary Shoreline Restoration and All Season Pier – Lance Park, Twin Lakes, WI

Recommendation

Aquanut Water Shows recommends Village Board approval of the proposed shoreline restoration scope and the installation of a permanent pier at Lake Mary, Lance Park.

Background

Aquanut Water Shows has a long-standing, 53+ year, partnership with the Village of Twin Lakes and utilizes Lake Mary and Lance Park for water show performances and public events. Stabilization of the shoreline and construction of a permanent pier will enhance public safety, improve shoreline resilience, and provide long-term support for recreational and community activities.

Discussion

The proposed improvements include riprap shoreline restoration and installation of an All Seasons pier. Aquanut Water Shows has coordinated with marine contractors and the Village to ensure design compatibility, regulatory compliance, and minimal disruption to park use. Detailed contractor information, design concepts, budget, and timeline are included in the attachments.

Fiscal Impact

Costs associated with the shoreline restoration and the All Season pier installation are summarized below. Funding sources and cost-sharing arrangements, if applicable, will be finalized upon approval.

Rip Rap / Shoreline Work

Contractor: Jacobsen Excavating Inc.

Cost Estimate: ~\$11,500, currently waiting on final proposal.

Project Photos

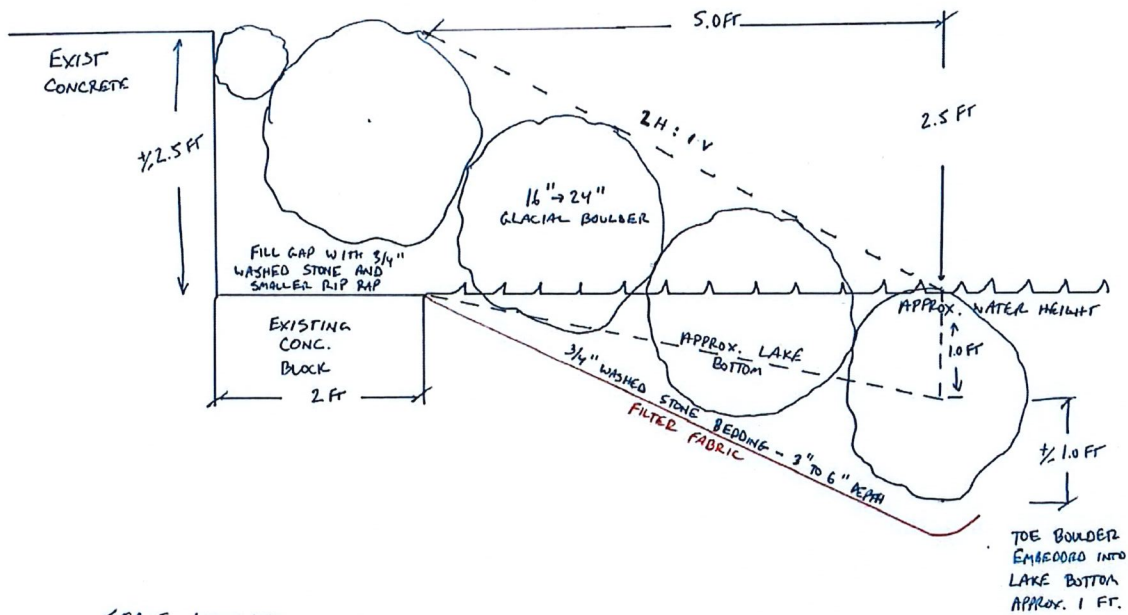
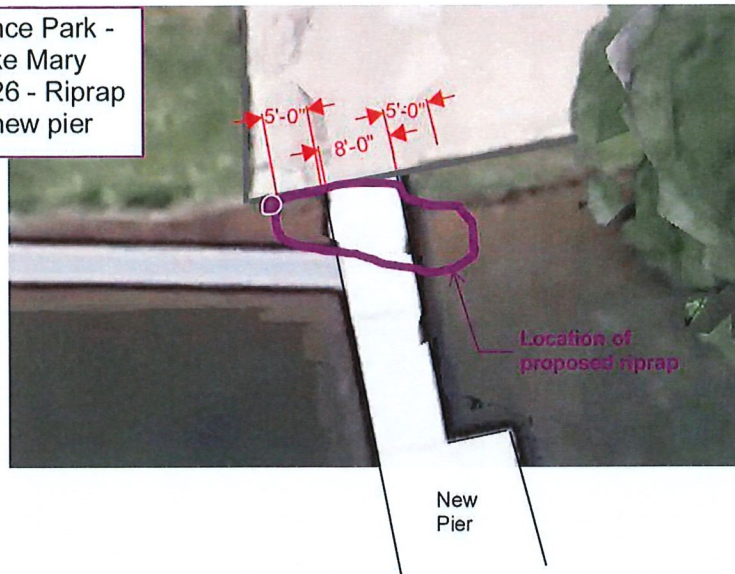
The following page(s) include existing condition photos and conceptual reference images.
Space allocated below for insertion.



Current view – 8ft pier / 20- 30ft of rip rap area; Proposed Rip Rap Below



Lance Park -
Lake Mary
2026 - Riprap
at new pier



SCALE 1 IN = 1 FT

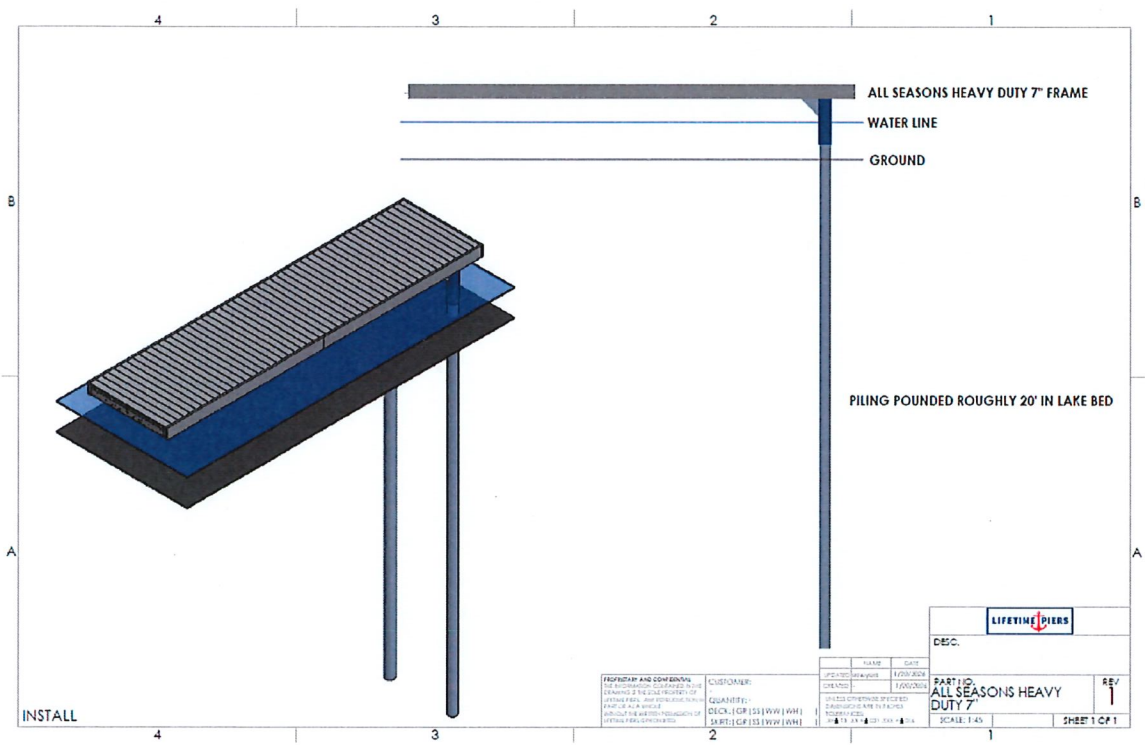
All Seasons Pier Details

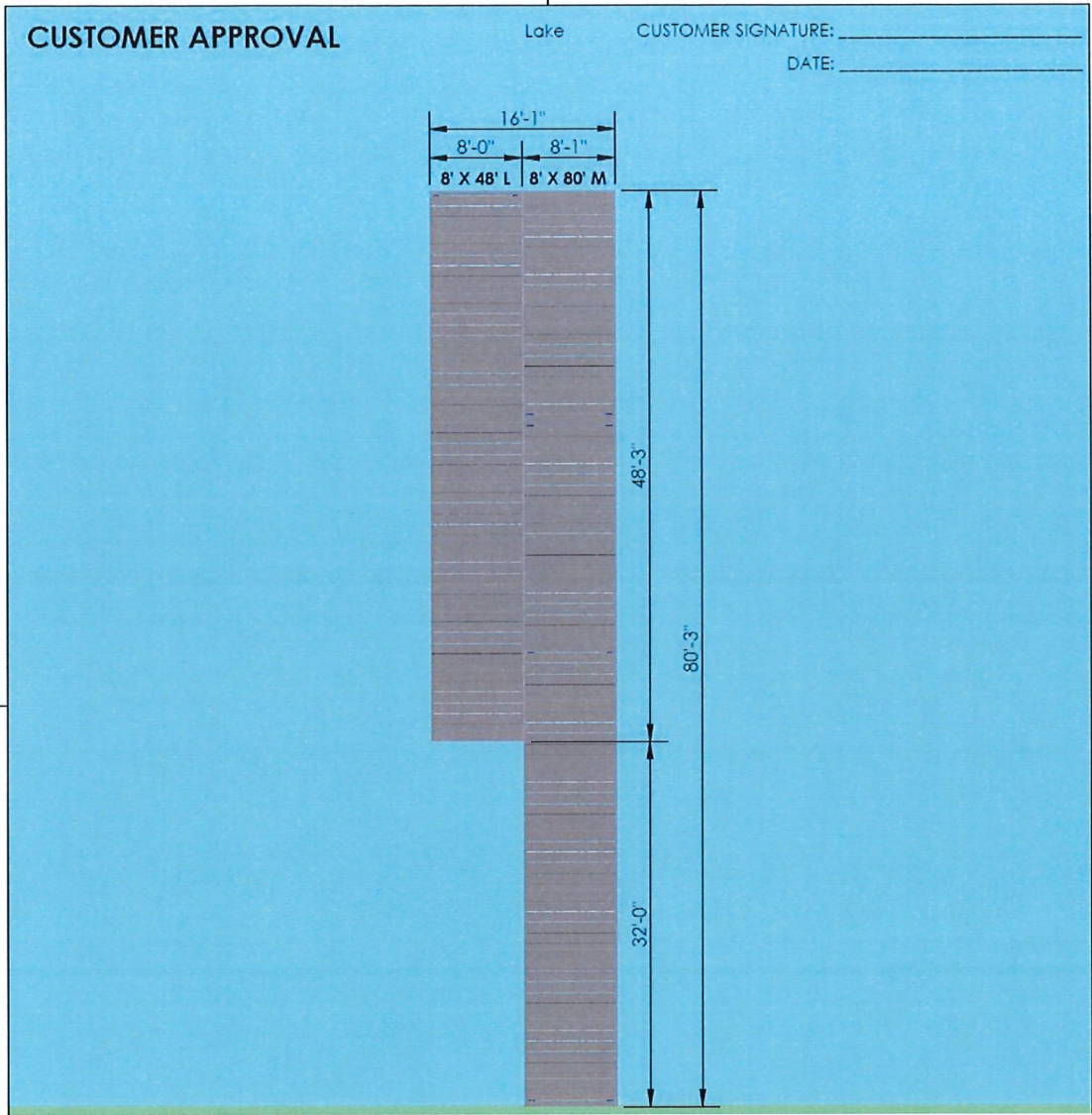
Pier Specifications:

- Pier type: All Seasons fix pier
- Materials: Steel and Comosite Decking
- Approximate length/width: Listed in attached Drawings.

Contractor:

Summerset Marine





All Seasons pier details – overhead.

All Seasons Pier – Project Budget

Component	Estimated Cost	Notes
All Season Pier – Materials	\$109,500	
All Season Pier – Installation	\$22,000	(\$22,000 discount applied)
Engineering / Permits	\$INCLUDED IN PRICING ABOVE	
Contingency	\$ INCLUDED IN PRICING ABOVE	

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
THE VILLAGE OF TWIN LAKES
AND
AQUANUT WATER SHOWS, INC.**

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into as of date of the last signature below ("**Effective Date**"), by and between the Village of Twin Lakes, a Wisconsin municipal corporation ("**Village**"), and Aquanut Water Shows, Inc., a Wisconsin corporation ("**Developer**").

RECITALS

WHEREAS, the Village owns the public park known as Lance Park, located in the Village of Twin Lakes, Kenosha County, Wisconsin (the "**Park**"); and

WHEREAS, Developer desires to install certain improvements to the Park for the benefit of the Village and the public, at Developer's sole cost and expense; and

WHEREAS, the Village is willing to permit such improvements subject to the terms and conditions set forth herein and in that certain lease agreement to be entered into by the parties, also as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. IMPROVEMENTS.

- a. Developer shall, at its sole cost and expense, design, permit, and install the following improvements at the Park, as further depicted and described on the attached **Exhibit A** (collectively, the "**Improvements**"):
 - i. Shoreline erosion control and stabilization; and
 - ii. Replacement of an existing pier.
- b. Developer shall not commence construction of the Improvements until Village Engineer and Village Building Inspector have approved, in writing, all final plans, specifications, and designs; Developer has obtained all necessary permits; the Village has received evidence of insurance and financial security in accordance with the requirements set forth herein; and Developer has provided documentation satisfactory to the Village demonstrating adequate funding to complete the Improvements, including, without limitation, bank statements, or other supporting materials.
- c. Developer shall commence construction of the Improvements, in two phases as follows:
 - i. Phase 1 shall include all shoreline erosion control and stabilization work approved by the Village. Developer shall complete construction of Phase 1 no later than one hundred twenty (120) days after the Effective Date, unless

such deadline is extended in writing by Village for good cause shown ("First Completion Deadline").

- ii. Phase 2 shall consist solely of the replacement of the existing pier. Developer shall complete such construction of Phase 2 no later than one hundred twenty (120) days after the completion of Phase 1, unless otherwise agreed to by Village ("Second Completion Deadline").

- d. The parties acknowledge that timely completion of each phase of the Improvements is a material condition of this Agreement. Throughout the construction period, Developer shall provide Village with progress reports, which shall include updates on construction progress and expenditures, and shall be accompanied by copies of invoices and payment receipts related to the Improvements. If Phase 1 is not completed by the First Completion Deadline, or Phase 2 is not completed by the Second Completion Deadline, or such later date as may be approved by Village in writing, then Developer's rights, but not its obligations, under this Agreement shall terminate. In such event, Developer shall remain obligated to complete the Improvements at its sole cost and expense and deliver a completed project acceptable to Village.

2. CONSTRUCTION; CONTRACTOR.

All work related to the Improvements shall be either (i) self-performed by the Developer (or its agents), or (ii) performed by one or more contractors properly licensed and insured under Wisconsin law and approved by the Village, which approval shall not be unreasonably withheld. Any portions of the Improvements performed by Developer. All work shall be completed in a good and workmanlike manner and in compliance with all applicable laws and permit requirements. Developer shall be solely responsible for obtaining and complying with all permits and approvals required for construction of the Improvements.

3. STANDARD OF WORK; PERMITS.

The Improvements shall be constructed in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable requirements, permits, and rules of the Wisconsin Department of Natural Resources ("**DNR**").

4. COSTS.

All costs associated with the design, permitting, construction, and completion of the Improvements shall be borne solely by Developer. The Village shall have no obligation to reimburse Developer for any such costs.

5. COMPLETION SECURITY.

- a. As a condition to construction of the Improvements, Developer shall deliver to the Village a cash security deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the "Security Deposit").
- b. The Security Deposit shall serve as security for the complete and timely installation of the Improvements in accordance with this Agreement, all approved plans, and all applicable laws, permits, and regulations.
- c. The Village shall hold the Security Deposit, without obligation to pay interest, for the benefit of ensuring Developer's performance under this Agreement.
- d. In the event the Developer fails to timely complete the Improvements in accordance with this Agreement, the Village may apply all or any portion of the Security Deposit toward the costs incurred by the Village to complete, correct, or remedy the Improvements, without limiting any other rights or remedies available to the Village.
- e. The Security Deposit shall be returned to Developer upon satisfaction of all of the following conditions:
 - i. The Improvements have been fully completed;
 - ii. The Village has inspected and accepted the Improvements;
 - iii. The Improvements have been conveyed to the Village by bill of sale free and clear of all liens and encumbrances; and
 - iv. The Village Board, or its authorized designee, approves the release of the Security Deposit.
- f. Any determination regarding the application or release of the Security Deposit shall be made in the reasonable discretion of the Village, and no release shall occur unless and until the Village determines that the Improvements have been completed to the Village's satisfaction.

6. COMPLETION; INSPECTION; CONVEYANCE OF IMPROVEMENTS.

- a. Upon completion of the Improvements, Developer shall provide written notice to the Village. The Village shall have the right to inspect the Improvements within a reasonable period following receipt of such notice. If the Village determines, in its reasonable discretion, that the Improvements have been completed in accordance with this Agreement and applicable law, the Improvements shall be deemed acceptable.
- b. Developer and its contractor(s) shall warrant the quality of all labor and materials incorporated into the Improvements for a period of two (2) years from the date Village accepts the completed improvements.
- c. The Village's acceptance of the Improvements is expressly conditioned upon the execution of a lease agreement between the parties, attached hereto as **Exhibit B ("Lease")**. The Lease shall govern the use, maintenance, and operation of the Improvements. In the event of a conflict between this Agreement and the Lease, the Lease shall control.

- d. Upon acceptance of the Improvements, Developer shall convey the Improvements to the Village by bill of sale, free and clear of all liens, claims, and encumbrances, in a form approved by the Village Attorney.
- e. Developer acknowledges that it shall receive no compensation or reimbursement from the Village for the Improvements.

7. MAINTENANCE AND PUBLIC ACCESS.

Pursuant to the Lease, Developer shall be responsible, at its sole cost and expense, for the ongoing maintenance, repair, and replacement of the Improvements; and the Improvements shall be available for public use, except during limited times when Developer is authorized by the Village, under the Lease, to restrict access for licensed or permitted activities

8. INDEMNIFICATION.

To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the Village, and its officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of or resulting from the Developer's construction, maintenance, use, or operation of the Improvements, Developer's use of the Premises or activities conducted at or in connection with the Park, or the acts or omissions of Developer, its members, volunteers, contractors, or agents in connection with this Agreement. This indemnification obligation applies only to claims arising from the Developer's activities or authorized use of the Premises during scheduled practices, performances, or other authorized uses, and shall not apply to claims arising from the negligence or willful misconduct of the Village.

9. INSURANCE.

Developer shall maintain insurance coverage in types and amounts reasonably required by the Village and naming the Village as an additional insured. Developer shall ensure that all contractors and volunteers maintain insurance coverage in types and amounts consistent with Village's requirements for public construction. Village shall be named as an additional insured on a primary and non-contributory basis, with a waiver of subrogation, and with not less than ten (10) days' prior notice of cancellation of coverage. Developer shall further ensure that its contractors post a payment bond or other security acceptable to Village to guarantee payment to all subcontractors, suppliers, and service providers, and that its general contractor delivers a performance bond acceptable to Village guaranteeing timely and proper completion of the Improvements.

10. DEFAULT AND REMEDIES.

If Developer fails to perform its obligations under this Agreement and does not cure such failure within a reasonable time after written notice from the Village, the Village may pursue any remedies available at law or in equity.

11. NO JOINT VENTURE.

Nothing contained herein shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. NOTICE.

In the event any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five (5) days after the date mailed. Notice may also be delivered electronically via email.

VILLAGE: Attn: Laura Jager
Village of Twin Lakes
105 East Main Street
Twin Lakes, WI 53181
Telephone: (262) 877-2858
Email: villageadmin@twinlakeswi.gov

COPY TO: Attn: Kevin Terry
Michael Best & Friedrich, LLP
790 North Water Street
Milwaukee, WI 53202
Telephone: (414) 271-6560
Email: kterry@michaelbest.com

DEVELOPER: Attn: _____
Aquanut Water Shows, Inc.

Telephone: _____
Email: _____

COPY TO: Attn: _____

Telephone: _____
Email: _____

14. EXERCISE OF DISCRETION.

Any discretion herein granted to Village may be exercised through the Board in consultation with Village Attorney.

15. TIME OF THE ESSENCE.

It is expressly understood and agreed to by the parties that time is of the essence for each term and provision of this Agreement.

16. APPROVALS AND CONSENTS.

Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent shall not be unreasonably withheld, conditioned or delayed and any such discretion shall be exercised in good faith and in a commercially reasonable manner. Whenever in this Agreement the consent or approval of the Village is required or the discretion of the Village may be exercised, the Board shall have the authority to provide such consent or approval or to exercise such discretion.

17. WAIVER.

One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

18. INTERESTS.

No officer, director or employee of Developer, or official or employee of Village (or members of any such person's immediate family) shall have a direct or indirect financial interest in any contract, sublease, assignment, license, permit or other arrangement or agreement to provide goods or services to Developer or any of its sublessees or assignees.

This Section shall not preclude service on the Developer's board by representatives of entities or corporations which sponsor Developer activities, where such individuals make full disclosure of the position/interests in such entities or corporations and where their employment compensation is in no way related to such entity's or corporation's relationship to Developer.

19. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. The term "Village" whenever used herein shall include the Board of the Village of Twin Lakes and/or its successors and assigns in authority as the context may require.

20. BOARD OF THE VILLAGE OF TWIN LAKES.

It is further agreed and understood that this Agreement must be submitted for approval to the Board of the Village of Twin Lakes and that the same must be approved and execution of this Agreement and any related documents shall be authorized by the Board of the Village of Twin Lakes prior to effectiveness.

21. ENTIRE AGREEMENT.

This Agreement, together with the Lease and any exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and may be amended only by a written instrument approved by the Village Board and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper respective officers and their corporate seals to be affixed hereto, as of the Effective Date.

VILLAGE:

VILLAGE OF TWIN LAKES

By: _____

Name: Laura Jager

Title: Village Administrator

Date: _____

AQUANUT:

AQUANUT WATER SHOWS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Aquanut Area Land Lease Map



Exhibit B
Lease
(to be attached)

LEASE AGREEMENT

**BY AND BETWEEN
THE VILLAGE OF TWIN LAKES
AND
AQUANUT WATER SHOWS, INC.**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date"), by and between the Village of Twin Lakes ("Village") and Aquanut Water Shows, Inc. ("Aquanut").

WITNESSETH

Village does hereby lease, demise and let unto the Aquanut that portion of the Park (as defined herein), depicted on Exhibit A said exhibit being attached hereto and by this reference incorporated herein (the "Property").

This Agreement is made and entered into by the parties hereto under the following terms and conditions.

1. DEFINITIONS.

The following words and terms, when used in this Agreement, shall have the following meanings:

a. **Exclusive Use Schedule:** A schedule, attached hereto as Exhibit B, that identifies the dates and times during which Aquanut shall have exclusive use of the Property. Outside of the dates and times identified on Exhibit B, the Property shall remain open and available for public use.

b. **Aquanut Improvements:** Those certain shoreline erosion control and stabilization and replacement of an existing pier to be constructed by Aquanut in accordance with that certain Development Agreement between Aquanut and Village dated as of April 20th, 2026 ("Development Agreement").

c. **Environmental Laws:** All federal, state and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements relating to the discharge of air pollutants or water pollutants or process wastewater or otherwise relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act; the Federal Clean Air Act; the Federal Clean Water Act; the Federal Resource Conservation and Recovery Act of 1976; the Federal Comprehensive Environmental Response, Compensation and Liability Act; regulations of the Nuclear Regulatory Commission; and regulations, orders and directions of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

d. **Park:** The public park known as Lance Park, owned by Village and located in the Village of Twin Lakes, Kenosha County, Wisconsin, of which the Property is a part.

e. **Permitted Uses:** All lawful uses in connection with the promotion and operation of water ski shows and other water-based recreational programming, including associated training, community engagement, and event activities.

f. **Preexisting Environmental Conditions:** The presence or a "discharge" of a "hazardous substance," as regulated or defined by any Environmental Law on the soil or groundwater on the Property, which presence or discharge of a hazardous substance existed or arose on the Property prior to April 20th, 2026.

g. Property: The real property as further depicted on the attached Exhibit A together with all Aquanut Improvements located thereon.

2. TERM.

The term of this Agreement shall commence on the date Village issues written acceptance of the completed Aquanut Improvements pursuant to the Development Agreement, and shall continue for a period of Five (5) years thereafter, unless earlier terminated pursuant to this Agreement. The term of this Agreement may be extended by mutual written agreement of the parties.

3. RENT.

Aquanut shall pay rent in the amount of \$1.00 per year, which shall be due and payable on the Effective Date and on each anniversary of the Effective Date during the term of this Agreement, plus all costs and expenses of completing and maintaining the Aquanut Improvements, as set forth herein. The parties agree and acknowledge that the above identified rental rate, along with the cost of the Aquanut Improvements and ongoing maintenance of same is sufficient consideration for this Agreement.

4. USE OF THE PROPERTY.

Aquanut shall use the Property solely for Permitted Uses and for such other uses as may be approved in advance by Village.

5. ACCESS TO THE PROPERTY.

Aquanut shall have exclusive use of the Property only during the dates and times set forth in the Exclusive Use Schedule attached hereto as Exhibit B, as the same may be amended from time to time by mutual written agreement of the parties. Prior to finalizing any amendments to the Exclusive Use Schedule, Aquanut shall meet and confer with Village representatives regarding its proposed changes. At all other times, the Property shall remain open and available for public use, subject to reasonable temporary closures as described below. During construction of Aquanut Improvements, Aquanut shall continue to make public access available at substantially the same level as prior to such construction, subject to coordination of such access with the reasonable requirements of Aquanut's contractors and the implementation of appropriate safety measures for the general public.

a. Safety. Aquanut and Village each reserve the right to temporarily restrict access to the Property at times when such access is reasonably deemed unsafe, including during maintenance, construction, or emergency conditions.

6. ENVIRONMENTAL COMPLIANCE OBLIGATIONS.

a. Compliance With Environmental Laws. Aquanut shall fully comply with all Environmental Laws with respect to any actions, activities or operations that Aquanut may conduct upon the Property. Aquanut shall not cause or permit any violation of any Environmental Laws upon, about or beneath the Property or any portion thereof. Aquanut shall not be deemed to have caused or permitted any violation of any Environmental Laws because an action of Aquanut in the course of an activity or operation permitted under this Agreement, e.g., soil borings or construction excavations in the course of making permitted Aquanut Improvements exposes

or discloses a Preexisting Environmental Condition, so long as Aquanut ceases such action, restores the Property to the condition existing prior to such activity or operation, and promptly notifies Village upon discovery of such Preexisting Environmental Condition.

b. Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Laws (including those relating to storage, use and disposal), and except for Preexisting Environmental Conditions Aquanut, shall not cause or permit any "hazardous material" or "hazardous substance" (as defined by applicable federal or state statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Aquanut without the prior written consent of Village. Any request by Aquanut for such consent by Village shall be in writing and shall demonstrate to the reasonable satisfaction of Village that such "hazardous material" or "hazardous substance" is necessary to the conduct of the operations of Aquanut and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Laws. Neither Aquanut nor Village shall permit any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Section 07(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar state statute without the prior written consent of the other.

c. Cooperation on Investigation. Prior to conducting any geotechnical or environmental testing associated with the design, construction, repair or maintenance of any Aquanut Improvements located on the Property, or in connection with any activity or operation thereon, Aquanut shall consult with Village regarding the proposed scope of such testing and shall obtain Village's consent to conduct such testing to enable the proposed design, construction, repair, maintenance, activity or operation. In furtherance of the foregoing, however; Aquanut shall endeavor to implement such design, construction, repair, maintenance, activity or operation in a manner that limits the necessity for such testing, including, without limitation, the use of spread footing or similar design or construction features that minimize the extent of subsurface disturbance or testing to the greatest extent possible.

d. Aquanut's Obligation to Respond. Aquanut shall, at its sole cost and expense, promptly undertake any investigation testing, remediation, monitoring and/or other response (collectively, "Response,") which may be required by any federal, state or local governmental agency or political subdivision necessitated by, or attributable to, the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substance" or any violation of Environmental Law, but only those which are caused by an activity or operation conducted by Aquanut upon the Property including, without limitation the construction, maintenance or repair of any Aquanut Improvements located on the Property. In the event that Aquanut performs any such Response, it shall promptly provide to Village full and complete copies of any results and/or reports that are generated in connection with the above activities.

e. Cooperation on Response. It is the intent and obligation of the parties to cooperate to the greatest extent possible to minimize the disruption or interference caused by or associated with any Response to Aquanut's Permitted Use of the Property and, equally, to minimize the cost to Village or Aquanut of Response actions which are undertaken. Prior to implementing any Response, and in particular, any Response which would necessitate an institutional control (as defined by reference to Wis. Admin. Code NR 726.05(8)) or limitation on a Permitted Use, Village and Aquanut shall consult and cooperate with each other regarding the proposed Response and

means to accomplish the requirements of the proposed Response in a cost-effective manner which enables the continued Permitted Use.

f. Survival of Obligations. Aquanut's and Village's obligations with respect to undertaking Response at the Property shall survive the expiration or termination of this Agreement.

7. MAINTENANCE AND HOUSEKEEPING.

Aquanut shall be responsible for, and shall bear the entire cost of, all maintenance, repair and replacement of the Aquanut Improvements, and shall be responsible for, and shall bear the entire cost of, all maintenance, repair and replacement of the Property during, or result from, the Aquanut's use. This maintenance responsibility includes, without limitation, all dockwalls located on the Property, together with their support and anchoring systems, whether located on or providing support for the Property.

Notwithstanding the foregoing, in the event that Village authorizes the berthing of any vessel adjacent to any dockwall located on the Property and damage to such dockwall or any support or anchoring systems occurs as a consequence of such Village authorized berthing, then Aquanut shall have no responsibility for the repair of such damage.

The parties shall cooperate in efforts to acquire any available state, federal, or other grants or aids for the maintenance, repair, replacement, or construction of said dockwalls and their support system.

8. UTILITIES.

All utility services serving the Property to the extent related to Aquanut's use of the Property shall be provided for and paid for in full by Aquanut. Village agrees to grant all reasonable and necessary utility easements.

9. EASEMENTS AND RESTRICTIONS.

Village reserves the right to grant or create, or to require Aquanut to grant or create, reasonable and necessary nonexclusive easements for utilities, access, or other public purposes, as may be required for the construction of and access to the Park, off-shore improvements adjacent to the Property, and Aquanut Improvements located on the Property; provided, however, that Village and Aquanut shall confer in advance regarding the location and timing of any such easements to ensure they do not materially interfere with Aquanut's activities, including the scheduling and conduct of events, or otherwise unreasonably deprive Aquanut of its use and enjoyment of the Property. Village shall use commercially reasonable efforts to minimize interference with Aquanut's activities and shall structure any such easements accordingly.

Village reserves the right to reasonably modify any existing easement granted to the Village of Twin Lakes Sewer Division; provided that no such modification shall materially interfere with Aquanut's use and enjoyment of the Property.

10. STATUS OF PROPERTY.

Aquanut acknowledges and agrees that it has had the opportunity to inspect the Property and accepts the Property in its current, "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition,

without any representations or warranties of any kind, express or implied, by Village as to the condition, suitability, or fitness of the Property for Aquanut's intended use. Village shall have no obligation to perform any work, make any improvements, or take any action with respect to the Property, except as otherwise specifically provided herein.

11. OPERATING COVENANT.

Aquanut covenants to continue to operate a nonprofit waterski performance and programming organization and to use the Property for rehearsals, performances, training, and other water-based recreational programming and community engagement events, in a manner consistent with its operations during the 2026 season, throughout the term of this Agreement. The nature and quality of such performances, programming, and events shall be consistent with the nature and quality of Aquanut's shows and activities during the 2026 season.

12. NEIGHBORHOOD COOPERATION.

Aquanut covenants to work cooperatively with Village as well as neighborhood representatives in order to minimize problems which may be caused by Aquanut patrons as they enter and exit the Property.

13. INDEMNIFICATION.

So long as a lease is in effect between the Village and Aquanut for the use of Lance Park, Aquanut agrees to indemnify and hold and save Village whole and harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted against Village on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Aquanut or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees entering upon the Property with the express or implied invitation or permission of Aquanut, or when any such injury or damage is the result, proximate or remote, of the violation by Aquanut or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Aquanut, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Property.

14. INSURANCE.

Aquanut agrees both generally and specifically with respect to the Property that it will insure against such risks in such amounts as are required below. Such insurance may be obtained by the purchase of insurance issued by insurance companies acceptable to Village. Aquanut agrees that it will maintain in effect insurance as necessary to meet the specific requirements as set forth below.

a. General Liability. Aquanut shall provide, or cause to be provided, general liability insurance in the types and amounts reasonably required by the Village and naming the Village as an additional insured.

b. Property. Aquanut shall maintain insurance against fire and extended coverage risks (all hazards included within the term "all-risks coverage, other than as specifically limited or excluded"), with extended coverage, vandalism, and malicious mischief endorsements, covering

Aquanut Improvements, in an amount equal to at least the full replacement cost thereof, including a replacement clause endorsement (actual replacement value without deduction for physical depreciation, but exclusive of the cost of excavations, footings, foundations and underground utilities), and sufficient to avoid all coinsurance provisions of such insurance policy.

c. Certificates and Policies. Aquanut shall furnish Village a certificate or certificates of insurance naming Village as an additional insured with respect to the insurance provided pursuant to this section. The certificates shall provide that the insurance company will furnish Village with a thirty (30) day written notice of cancellation, nonrenewal or material change.

Upon request by Village, copies of actual policies of insurance in effect shall be provided to Village.

d. Adjustments. Aquanut shall, from time to time during the term of this Agreement, meet and confer with representatives of Village, at Village's request, in order to modify the insurance coverage required under this section to assure that, at all times, such insurance insures against such risks and is in such amounts as are customary for entities of like size similarly situated.

15. COMPLIANCE WITH LAWS AND ORDERS.

Aquanut agrees to fully observe and comply with all applicable laws, rules, regulations, and directives issued by any federal, state, or local governmental authority having jurisdiction, except to the extent that such rules, regulations, or directives are issued by a Village agency and directly conflict with the Village's obligations under this Agreement, or as otherwise specifically provided herein.

16. ASSIGNMENT/SUBLEASE.

a. Assignment. Aquanut shall not pledge, mortgage, encumber or assign any interest in this Agreement without the prior written consent of Village as to the parties, terms and conditions of said assignment or pledge. Such consent shall be granted at the sole discretion of Village.

b. Sublease. Aquanut shall not sublease the Property.

17. DEFAULT.

a. The occurrence of one or more of the following shall be considered events of default under the terms of this Agreement:

i. Should Aquanut, at any time during the term of this Agreement become insolvent, have proceedings in bankruptcy instituted by or against it, and fail to have such proceedings vacated or discharged within ninety (90) days following the filing thereof, have any execution or attachment issue against it which takes or attempts to take the Property or any interest therein, or have a receiver or trustee appointed over its property; or

ii. Should Aquanut abandon the Property for a period of thirty (30) days; or

iii. Should Aquanut be delinquent in any payments due and should such delinquency continue for ten (10) days after notice thereof in writing to Aquanut; or

iv. Should Aquanut default in any of the other covenants or agreements contained in this Agreement to be kept, observed and performed by Aquanut, provided that if default shall be made in any such covenants, agreements, conditions or undertakings to be observed and performed by Aquanut, other than the payment of installments due under this Agreement, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof, in writing shall have been given to Aquanut, and if Aquanut prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then Village shall not have the right to declare the term of this Agreement has ended at that time. The curing of any default in such manner shall not be construed to limit or restrict the right of Village to declare this Agreement ended and terminated, and to enforce all of Village's rights and remedies hereunder for any other default not so cured, and should such default continue for thirty (30) days after notice thereof in writing to Aquanut; or

v. Should Aquanut change its corporate status from a not-for-profit entity to a for-profit entity.

b. Upon occurrence of any one or more of such events of default, it shall be lawful for Village, at its election in the manner and terms herein provided to declare this Agreement ended, and to recover possession of the Property, with process of law to reenter and to expel, and remove Aquanut and all agents, employees and representatives of Aquanut engaged in operating the Property or occupying the Property.

18. TIME OF THE ESSENCE.

It is expressly understood and agreed to by the parties that time is of the essence for each term and provision of this Agreement.

19. APPROVALS AND CONSENTS.

Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent shall not be unreasonably withheld, conditioned or delayed and any such discretion shall be exercised in good faith and in a commercially reasonable manner. Whenever in this Agreement the consent or approval of the Village is required or the discretion of the Village may be exercised, the Board shall have the authority to provide such consent or approval or to exercise such discretion.

20. WAIVER.

One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

21. SOLE AGREEMENT AND AMENDMENT.

This Agreement and the attached exhibits to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in

any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

22. GOVERNING LAW.

This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement or any Exhibits hereto, or the application thereof to any person or circumstance shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

23. NOTICE.

In the event any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five (5) days after the date mailed. Notice may also be delivered electronically via email.

VILLAGE: Attn: Laura Jager
Village of Twin Lakes
105 East Main Street
Twin Lakes, WI 53181
Telephone: (262) 877-2858
Email: villageadmin@twinlakeswi.gov

COPY TO: Attn: Kevin Terry
Michael Best & Friedrich, LLP
790 North Water Street
Milwaukee, WI 53202
Telephone: (414) 271-6560
Email: kerry@michaelbest.com

AQUANUT: Attn: _____
Aquanut Water Shows, Inc.

Telephone: _____
Email: _____

COPY TO: Attn: _____

Telephone: _____
Email: _____

24. EXERCISE OF DISCRETION.

Any discretion herein granted to Village may be exercised through the Board in consultation with Village Attorney.

25. SURRENDER.

Aquanut expressly agrees to quit and deliver up the Property to Village peaceably and quietly at the end of the term of this Agreement, as herein provided, or bear the damages and costs to Village of its eviction pursuant to law. Upon termination of this Agreement, Aquanut shall, upon notice from Village at any time within sixty (60) days prior to termination of this Agreement, be required and obligated to remove from the Property all buildings, or other Aquanut Improvements, and any and all appurtenances thereto brought or placed upon the Property by Aquanut. In the absence of such notice from Village, Aquanut will not be required to remove any such improvements from the Property. If Village provides such notice and Aquanut fails to complete the removals within sixty (60) days after termination, or within such reasonable additional period as Village may allow, Village may undertake the removal itself and charge Aquanut for the actual costs incurred.

26. DISCRIMINATION.

Aquanut hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, or permit discrimination on any basis prohibited by any law or ordinance.

27. QUIET ENJOYMENT.

Village covenants and warrants to Aquanut that, upon paying the rent and performing the covenants herein imposed upon it, Aquanut may quietly have, hold and enjoy the Property and all rights granted Aquanut in this Agreement, subject to the matters referred to in Section 15 and 16 of this Agreement, for the term of this Agreement or any extension thereof. Village shall take such steps as may be reasonably necessary to effectuate Aquanut's quiet enjoyment upon reasonable notice from Aquanut of any interference or need therefor.

28. INTERESTS.

No officer, director or employee of Aquanut or official or employee of Village (or members of any such person's immediate family) shall have a direct or indirect financial interest in any contract, sublease, assignment, license, permit or other arrangement or agreement to provide goods or services to Aquanut or any of its sublessees or assignees.

This Section shall not preclude service on the Aquanut Board by representatives of entities or corporations which sponsor Aquanut activities, where such individuals make full disclosure of the position/interests in such entities or corporations and where their employment compensation is in no way related to such entity's or corporation's relationship to Aquanut.

29. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. The term "Village" whenever used herein shall include the Board of the Village of Twin Lakes and/or its successors and assigns in authority as the context may require.

30. BOARD OF THE VILLAGE OF TWIN LAKES.

It is further agreed and understood that this Agreement must be submitted for approval to the Board of the Village of Twin Lakes and that the same must be approved and execution of this Agreement and any related documents shall be authorized by the Board of the Village of Twin Lakes prior to effectiveness.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper respective officers and their corporate seals to be affixed hereto, as of the Effective Date.

VILLAGE:
VILLAGE OF TWIN LAKES

By: _____
Name: Laura Jager
Title: Village Administrator
Date: _____

AQUANUT:
AQUANUT WATER SHOWS, INC.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Property



Exhibit B

Exclusive Use Schedule

1. Annual Practice and Performance Schedule

- a. Aquanut shall submit to the Village, no later than April 1st of each calendar year, an annual written calendar identifying Aquanut's anticipated scheduled practices, performances, training sessions, and events to be conducted on the Property during the applicable season (the "Annual Use Calendar").
- b. The Annual Use Calendar shall be subject to review and approval by the Village, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon approval, the Annual Use Calendar shall be deemed incorporated into Exhibit B for the calendar year.
- c. Aquanut shall have exclusive use of the Property only during the dates and times set forth in the approved Annual Use Calendar, and only for the purpose of conducting Aquanut's scheduled practices, performances, training sessions, rehearsals, and other authorized uses.
- d. Except during the dates and times identified on the approved Annual Use Calendar, the Property shall remain open and available for public use, subject to temporary restrictions permitted under the Lease for safety, maintenance, construction, or emergency conditions.

2. Recurring Seasonal Exclusive Use

- a. Wednesdays, from 5:00 p.m. to 10:00 p.m., beginning Memorial Day and ending Labor Day
- b. Saturdays, from 5:00 p.m. to 10:00 p.m., beginning Memorial Day and ending Labor Day
- c. Holidays, from 5:00 p.m. to 10:00 p.m., beginning Memorial Day and ending Labor Day
 - i. "Holidays" shall include Memorial Day, Independence Day, Labor Day, and such other federal holidays occurring within the summer season as may be identified in the approved Annual Use Calendar.

3. Additional and Modified Use Dates

- a. The Annual Use Calendar may include up to twenty (20) additional dates per calendar year for practices, performances, or special events, as mutually agreed upon in writing by Aquanut and the Village.
- b. Aquanut may request reasonable modifications to the approved Annual Use Calendar from time to time to account for weather, operational needs, or scheduling changes, subject to Village approval, which shall not be unreasonably withheld.