



VILLAGE OF TWIN LAKES

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VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING

Wednesday, November 6, 2024 – 6:30 p.m.

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

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: TRUSTEES ANDRES, BOWER, FITZGERALD, KAROW, KASKIN, PERL, PRESIDENT SKINNER
4. PUBLIC COMMENTS AND QUESTIONS
5. PRESIDENT AND TRUSTEE REPORTS
 - A. TRUSTEE SHARON BOWER - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING
 1. Other?
 - B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION
 1. Other?
 - C. TRUSTEE BILL KASKIN - CEMETERY, SANITATION, RECYCLING, SENIORS
 1. Other?
 - D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS
 1. Other?
 - E. TRUSTEE KEN PERL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES
 1. Discussion regarding a Memorandum of Understanding for investigation of all law enforcement-involved fatalities/great bodily harm.
 2. Discussion regarding creating full-time positions for the Twin Lakes Fire & Rescue Department.
 3. Other?
 - F. TRUSTEE BARB ANDRES - SEWER, HEALTH AND ENVIRONMENT, YOUTH, LIBRARY
 1. Discussion regarding a proposal received through the Wisconsin Water Quality Trading Clearinghouse.
 2. Other?

G. VILLAGE PRESIDENT HOWARD SKINNER

1. 2025 Budget Workshop #2

6. ADJOURN

*****MATTERS MAY BE TAKEN IN ORDER OTHER THAN LISTED*****

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Clerk Treasurer's office in advance so the appropriate accommodations can be made.

Kenosha-Racine Area Investigative Team

MEMORANDUM OF UNDERSTANDING

INVESTIGATION OF LAW ENFORCEMENT INVOLVED FATALITIES/GREAT BODILY HARM

This Memorandum of Understanding, dated this ___ day of _____ is entered into and agreed to by and between representatives of the Kenosha-Racine Law Enforcement Executives of the below listed agencies.

Kenosha Police Department
Kenosha County Sheriff's Office
Racine Police Department
Racine County Sheriff's Office
Pleasant Prairie Police Department
Mount Pleasant Police Department
Caledonia Police Department
Twin Lakes Police Department
Sturtevant Police Department
Burlington Police Department
Kenosha County District Attorney's Office
Racine County District Attorney's Office

PURPOSE

The purpose of this Memorandum is to establish a formal protocol among the below named law enforcement agencies for the following types of investigations:

- 1) Officer-involved, duty related applications of deadly force which result in death or wounding of a subject,
- 2) Death, or injury which may result in death, to a subject while in police custody, detention or control; and
- 3) Officer initiated actions or omissions in which death, or injury which may result in death, including traffic accidents resulting from police pursuits.
- 4) Any other officer involved critical incident that involves suspected criminal action that results in death, or injury which may result in death; including but not limited to off duty or non-duty related incidents.
- 5) In instances where the severity of the injury to the subject resulting from the officer involved action is uncertain, the provisions of WI. §175.47 should be applied.

The Kenosha Racine Area Investigate Team, with representatives from each of the law enforcement agencies subject to this agreement, is hereby created to investigate the aforementioned situations.

DESIGNATION OF LEAD INVESTIGATOR

The law enforcement agency that employs the officer involved in one of these situations shall follow the call-out procedures listed in the protocols and below;

1. Kenosha and Racine County agencies will generally notify the Team Commander of the Kenosha-Racine Area Investigative Team. The Team Commander will activate KRAIT. If the Team Commander can't be contacted, follow the protocol procedures for activation.
2. Kenosha and Racine County law enforcement agencies will follow the on-call schedule established for Lead Investigative Agencies. This on-call schedule will show a secondary agency if there is a need to activate another/different Lead Investigative Agency.
3. The Kenosha-Racine Area Investigative Team may call on the DOJ Crime Scene Response team to conduct scene investigations.
4. The Kenosha and Racine County member agencies will contact the Wisconsin State Patrol or a Crash Reconstruction Unit if the incident is traffic related.
5. Any Kenosha and Racine County Member Agency may use the Kenosha-Racine Area Investigative Team

A minimum of two investigators and a supervisor from the Kenosha-Racine Area Investigative Team, who are not members of the involved agency, will respond and the team supervisor will hold the designation as the lead investigator as explained in WI. § 175.47. If a situation involves more than one agency, the team supervisor / lead investigator and the secondary investigator(s) shall not be from either agency.

The responsibilities of the involved agency, responding officers, team supervisor / lead investigator duties, and other stake holders in the investigative process are outlined in the Protocol to Investigate Officer Involved Critical Incidents in Kenosha or Racine Counties (published September 2024)

The involved law enforcement agency shall designate the necessary personnel and support staff to assist in the initial investigation, securing evidence and interviewing witnesses. They shall also assist in any subsequent follow-up investigation that is needed to complete the case. Additional manpower as necessary may be called up under this MOU or through current established mutual aid or SMART agreements.

If the district attorney determines there is no basis to prosecute the law enforcement officer involved in the officer-involved death, the Team Supervisor / Lead Investigator conducting the investigation shall release the report. The Team Supervisor / Lead Investigator will be required to address the findings with the victim's family along with the District Attorney.

Each agency participating in these investigations shall be responsible for any associated costs required by their own personnel (i.e., salaries and overtime pay). Each involved agency will make available to these investigations the use of their equipment and facilities as requested/required by the Kenosha-Racine Area Investigative Team, and as reasonable.

INTERNAL AFFAIRS INVESTIGATION

Nothing in this memorandum of understanding shall prevent or limit any law enforcement agency from conducting a separate internal affairs investigation of these officer-related situations that result in death or great bodily harm if it does not interfere with the criminal investigation as outlined in 175.47(3)(c).

REVIEW AND REVISION OF MOU

This MOU shall remain in effect for three years from the date of the last signature, but shall automatically renew for subsequent one-year terms unless modified or terminated as set forth herein. This MOU will have an automatic review no less than six months from the time it is placed into initial service and if no change is necessary, any subsequent request to modify, review or revise this agreement must be done in writing and must be agreed to by all the parties. Any party can withdraw from participating in this agreement by giving written notice to all other parties at least 30 days in advance.

IN WITNESS WHEREOF, the agencies named herein through their duly authorized representatives, do execute this Memorandum of Understanding.

Chief Patrick Patton
Kenosha Police Department

Date

Chief Alex Ramirez
Racine Police Department

Date

Sheriff David Zoerner
Kenosha County Sheriff's Office

Date

Sheriff Christopher Schmaling
Racine County Sheriff's Office

Date

Chief David Smetana
Pleasant Prairie Police Department

Date

Chief Katie Hall
Twin Lakes Police Department

Date

Chief Robert Botsch
Mount Pleasant Police Department

Date

Chief Christopher Botsch
Caledonia Police Department

Date

Chief Sean Marschke
Sturtevant Police Department

Date

Chief Brian Zmudzinski
Burlington Police Department

Date

District Attorney Michael D. Graveley
Kenosha County District Attorney's Office

Date

District Attorney Patricia J. Hanson
Racine County District Attorney's Office

Date

VILLAGE OF EAST TROY AND EAST TROY AREA FIRE DISTRICT
EMPLOYEE TRANSFER AGREEMENT

This **AGREEMENT**, effective as of the date last executed by either party below, made and entered into by and between the **EAST TROY AREA EMERGENCY SERVICES DISTRICT** ("District") and the **VILLAGE OF EAST TROY** ("Village") (collectively, "Parties").

RECITALS

WHEREAS, the District is a fire and emergency services district created by an intermunicipal agreement among its member municipalities, which provides fire and rescue services to residents of the Village of East Troy, the Town of East Troy, and the Town of Spring Prairie; and,

WHEREAS, the District currently employs _____ employees, being _____ and _____ [details of current # of employees, by position] ("District Personnel"); and,

WHEREAS, the Village, currently has a more robust human resources management infrastructure, including detailed personnel policies, more administrative capacity, and greater employee benefit availability, than does the District itself or any other member municipality; and,

WHEREAS, the District and Village agree that it would be in the best interests of both the District and the District's employees if the District's employees, present and future, were to become employees of the Village directly; and,

WHEREAS, the Village is generally agreeable to accepting the Districts' employees and making them its own, provided that the Village's taxpayers are not thereby harmed, and subject to all terms and limitations set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and incorporated herein by reference.
2. Village Employment of District Personnel. Effective as of _____, _____, and subject to the terms and limitations of this Agreement, the employment relationship for all District Personnel shall be transferred to the Village, such that all District Personnel shall become Village employees. District Personnel shall thereafter be covered by the same employment policies, procedures, and benefits as all other Village employees, other than as set forth in this Agreement or specified within the personnel manual as an exclusion. To the

extent that any conflict exists between the Village's employment policies and this Agreement, the terms of this Agreement shall control.

3. Hiring, Supervision, and Termination of District Personnel. Any new personnel sought to be added by the District during the term of this Agreement shall become District Personnel as defined herein and shall become employees of the Village. Prior to adding any new District Personnel, applicants shall be required to comply with all application processes and to pass all screening required by the Village for potential new hires, including, without limitation, background checks and drug testing. District Personnel shall have such job responsibilities and reporting structure as is determined by the District. Reviews, discipline, and grievances of District Personnel shall operate under and be subject to applicable Village personnel policies. All substantive promotion, demotion, hiring, and firing decisions with respect to District Personnel shall be made by the District, pursuant to the procedures therefor set forth in the Village's personnel policies.
4. District Personnel Costs. Notwithstanding that the District Personnel shall be Village employees, the District shall remain responsible for all costs pertaining in any way to their employment by the Village. This obligation shall survive termination of this Agreement until time as all costs incurred by the Village during the term of this Agreement have been paid by the District.
 - a. Compensation and Benefits. District Personnel compensation levels, including base pay and any increases thereto, shall be set by the District. District Personnel shall be paid by the Village and reimbursed from District funds on the same payment schedule as all other Village employees are paid. Payroll taxes and all other employment expenses shall also be withdrawn and paid from District funds as calculated with each payroll. On a monthly basis the Village will review any self-funded dental claims and withdrawal the appropriate amount from the District's account for District employees or dependent's claims. Except as may be otherwise provided pursuant to the particular terms of any given individual employment relationship, all District Personnel shall be entitled to the same benefits, and shall utilize the same benefit administration procedures, as all other Village employees. The District shall cooperate with the Village on tracking and documenting District Personnel employment histories, including the tracking of paid time off, sick time, and holidays, and all other employment details that are generally tracked by the Village for all its employees.
 - b. Insurance. The District shall be responsible for all increased insurance costs realized by the Village as a result of employing the District Personnel, including, without limitation, any/all increased workers compensation, general liability, and umbrella coverage premiums caused by the coverage of the additional employees under the Village's policies. Additionally, if the

Village realizes any detrimental workers compensation rating changes, any increased WRS Protective Services rates, or any similar insurance increases due to any claims history pertaining to District Personnel (including any claims made by or against District Personnel relating to harassment, discrimination, or other allegedly wrongful act), the District shall reimburse the Village for all such increases.

- c. Administrative Fee. In order to defray the Village's costs of administering its employment of District Personnel, the District shall pay the Village an annual administrative fee of (1) \$1,000, plus (2) a percentage of the Village's total annual benefits coordinator expenses. The annual percentage of the Village's benefits coordinator expense paid by the District shall equate to the percentage that the District Personnel represent of the total number of Village employees, with each part-time employee counting as 7/10ths of a full-time employee. For example, based on the current numbers of District Personnel and the current number of Village employees, and based on the Village's current estimated benefits coordinator expenses, the percentage component of the administrative fee for 2022 is estimated to be \$7,342.58, or 18.51% of the Village's total estimated benefits coordinator expense for 2022. The total administrative fee shall increase annually by the average percentage salary and benefit increases for the Village Administrator and the Village's benefits coordinator positions.
 - d. Miscellaneous Costs. To the extent that the Village is required to incur any additional expenses pertaining to its employment of District Personnel, including, but not limited to, any professional fees it may need to incur in order to advise or address any District Personnel issues that may arise, such amounts shall be reimbursed to the Village by the District. The Village shall reasonably consult with the District before incurring any such expenses.
 - e. Payment Logistics. The District and the Village shall arrange for the Village to be able to withdraw funds owed by the District to the Village under this Agreement directly from the District's bank account(s) via automated clearing house (ACH) transfer. The Village will provide the District with a report documenting all such withdrawals and payments, including without limitation District Personnel payroll breakdowns and itemizations as to insurance payments, increases, and any other expenses owed by the District under this Agreement. Any amounts owed by the District hereunder that are not withdrawn directly by the Village shall be reimbursed by the District to the Village within thirty days after presentment of a claim therefor.
5. Term and Amendment. This Agreement shall remain in effect until December 31, 2023, unless extended in writing by the Parties for one or more additional years. [We could instead make it auto-renewing indefinitely unless/until terminated by

either party, but it sounds like the Board wants to start with a two-year term.]

Either Party can terminate this Agreement as of the end of any then-current calendar year by giving written notice to the other Party by no later than September 30 of said year. Any termination notice given after September 30th shall not become effective until the end of the following calendar year, unless an earlier date is agreed to in writing by the Parties.

6. Exploration of Direct District Employment. During the term of this Agreement, the Village and the District shall work together to explore the possibility of re-establishing the District as the employer of the District Personnel, including exploring the availability of the District offering WRS benefits, with or without the Village continuing to provide human resources, payroll, and benefit administration services to the District.
7. Annual Review of Agreement. The Parties agree to communicate openly and regularly about the on-going implementation of this Agreement and to discuss, at least annually, how the arrangement is working for both Parties, including discussing any concerns that either Party may have. If either Party develops any concerns about the arrangement, the Parties agree to discuss and negotiate in good faith possible solutions to the situation.
8. Reimbursement. The District shall reimburse the Village for its attorney fees relating to the drafting of this Agreement.
9. Indemnification. District hereby expressly agrees to indemnify, save, and hold harmless the Village, including its employees, officers and agents, from and against all claims, costs, including reasonable attorney and litigation fees, suits, causes of actions, demands, and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, whomsoever and whatsoever, in connection with, or on account of this Agreement, except to the extent such claim is the result of the willful or negligent acts of the Village. As requested by the Village, the District further agrees to aid and defend the Village with legal counsel reasonably acceptable to the Village in the event the Village is named as a defendant in any action for which District is required to indemnify the Village hereunder, except where such suit is brought against Village by the District itself. The provision is not intended to and shall not be interpreted to limit insurance coverage that may be available to the Village or governmental immunity or other defenses that may be available to the Village, each and all of which are expressly reserved by the Village. It is hereby agreed that the District is not an agent or employee of the Village, and neither the District nor its contractors, subcontractors, vendors or material suppliers shall represent itself as an agent or department of the Village.

10. Boilerplate. This Agreement may be amended by written agreement executed by both Parties. This Agreement, and any written amendments, constitutes the entire Agreement between the Parties as to the matters addressed herein. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term or provision was never part of the Agreement. The Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin (without regard to its conflicts of law rules). The venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Walworth County Circuit Court in Walworth County, Wisconsin. The Parties acknowledge and agree that this Agreement is the result of mutual negotiation and drafting and that both Parties were represented during such process by attorneys of their own choosing. Accordingly, this Agreement shall not be construed against any Party, due to drafting or any other reason. Any notice hereunder shall be given in writing, or via acknowledged electronic mail, sent to the regular mailing address or email address for each Party, with a copy to each Party's respective attorneys.

Dated this _____, 2021

Dated this _____, 2021

**EAST TROY AREA EMERGENCY
SERVICES DISTRICT**

VILLAGE OF EAST TROY

By: _____
_____ (printed name)

By: _____
Scott Seager, Village President

Attest: _____
_____ (printed name)

Attest: _____
Lorri Alexander, Village Clerk