



**CITY OF ELKHORN
COMMON COUNCIL MEETING AGENDA
MARCH 17, 2025 ~ 5:30 p.m.**

Council Chambers, City Administration Offices, 311 Seymour Ct., Elkhorn, Wisconsin

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment** *Public comments are limited to three minutes each. The public may speak on any item of City concern whether or not the topic is included on this agenda. However, if the topic does not pertain to an item listed on the Council agenda, the Council is not permitted to address or discuss the matter during this meeting. Under open meeting laws, the Council must notice an item on the agenda to allow discussion on that matter. If Council is not permitted to discuss your concerns, your comments will be considered and may be placed on a future agenda for further discussion.*
- 5) **Consent Agenda** *(One motion & a second will approve all of the following items listed. Any item may be pulled from the list and handled separately.)*
 - a) Council Meeting Minutes: March 3, 2025
 - b) Temporary Class "B" Beer license for the Elkhorn Area Chamber of Commerce, Spring Food Truck at 100 W. Walworth St. on May 17, 2025; 11:00 am to 7:00 pm.
 - c) Temporary Class "B" Beer license for the Walworth County Snowmobile Alliance, Polaris 2026 Snow check Sneak Peek at the Walworth County Fairgrounds 411 E Court St. on March 20, 2025; 3:00 pm to 9:00 pm.
 - d) Discussion and possible decision regarding execution of a Municipal Agreement To Purchase Sodium Chloride On WisDOT Bid (March 2025).
- 6) **Bills Payable**
 - a) Consideration and recommendation to pay
- 7) **Report of City Officers**
 - a) Mayor
 - b) City Administrator
- 8) **Reports of City Boards and Community Partners**
 - a) Fire Advisory
 - b) Library
 - c) Recreation Advisory
 - d) Chamber of Commerce
 - e) Community Grant Writer
- 9) **Unfinished Business**
 - a) Discussion and possible decision regarding findings from Historic Structure Report on Band Shell
 - i) Contract with Beane Engineering for design engineering services for immediate repairs
- 10) **New Business**
 - a) Discussion and possible decision regarding sidewalks on 2025 Westward Drive Reconstruction Project.
 - b) Discussion and possible decision regarding proposed Ordinance No. 2025-07: An Ordinance Amending the City's Regulation of Animals within City Limits by Repealing City Code Sections 9.07, 9.15, 11.14, and 12.04(6) – (11) and Replacing Them with New City Code Section 9.07 Titled "Regulation of Animals within City Limits" *(first and possible second reading)*

- c) Public hearing regarding amendment to City's official map
- d) Discussion and possible decision regarding Ordinance No. 2025-08: An Ordinance Amending the City's Official Map and Creating Section 8.10.14 of the Code of Ordinances for the City of Elkhorn, Walworth County, Wisconsin, relating to an Amendment of the City's Official Map *(first and possible second reading)*
- e) Discussion and possible decision regarding proposed Ordinance No. 2025-09: An Ordinance Amending Elkhorn Municipal Code Section 17.8-9(5)(c) to Permit the Internal Illumination of Projecting Signs *(first and possible second reading)*
- f) Discussion and possible decision regarding recommendation from Legislative & Regulatory Committee on creation of City mission statement, vision statement, and list of core values
- g) Discussion and possible decision regarding amendment to agreement with Foth Infrastructure & Environment, LLC to provide design engineering and construction management services for Lakeland WTP HMO Rehab Project
- h) Discussion and possible decision regarding request from Police Department to declare two police vehicles as surplus and authorize sale
 - i) 2016 Ford Police Interceptor Utility
 - ii) 2013 Chevy Impala
- i) Discussion and possible decision regarding request from Police Department to increase budget for software maintenance services by \$6,300 to obtain access to 2 additional Flock cameras
- j) Discussion and possible decision regarding execution of Change Order No. 3 for the NE WTP Sewer and Water Extensions project in the amount of \$9,986.76.
- k) Discussion and possible decision regarding proposed Ordinance 2025-10: An Ordinance to Approve an Amendment to the Specific Implementation Plan for the Harvest Pointe Villas Condominium — a Planned Unit Development General Development Plan — located on a Vacant Lot off Harvest Way and Market Street (Tax Key No. YA483200001)
- l) Discussion and possible decision regarding request from the Elkhorn Area Fire Department to declare variety of unused equipment as surplus and authorize sale

11) **Adjourn into Closed Session**

- a) Closed Session: The Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(c) to consider employment or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility
- b) Closed Session: The Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statute 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

12) **Reconvene in Open Session** for possible action on Closed Session items

13) **Adjourn**

DATED at Elkhorn, Wisconsin, this 14th day of MARCH 2025

Rebeca Perez, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk's office at (262) 723-2219. Upon reasonable notice to the City Clerk, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.

CITY OF ELKHORN COMMON COUNCIL
MEETING MINUTES
March 3, 2025
COUNCIL CHAMBERS, 311 SEYMOUR CT., ELKHORN, WI 53121

The Common Council meeting was called to order by Mayor Shiroda at 5:30 p.m. in the Council Chambers, followed by the Pledge of Allegiance.

ROLL CALL

Present: Mayor Tim Shiroda, Alderpersons Peter Harvey, Gary Lee Payson Jr., Scott McClory, Ken Meinel, Kurt Harkness. Absent: Ron Dunwiddie

Others present: City Administrator Adam Swann, Attorney Elaine Ekes, City Clerk Rebeca Perez, Deputy City Clerk Amber Shellman, Police Chief Joel Christensen, Director of Public Works Matthew Lindstrom, Fire Chief Trent Eichmann, Finance Director Corrie Daly, Recreation Director Karl Sorvick, Library Director Chad Robinson, Utility Field Office Coordinator Dawn Gall, Water Superintendent Nathan Steffen, City Engineer Mike Timmers, Fire Assistant Brad Soczka, Katie James, Jordan Reynolds, Craig Shellman, Sam Brummel, Glenn Boyd and other interested persons.

PUBLIC COMMENT

Sam Brummel of 5664 State Rd. 11 shared concerns about the proposed Tax Incremental District No. 5.

CONSENT AGENDA

Motion (Payson Jr./Meinel) to approve the Legislative & Regulatory Committee minutes for February 26, 2025, Common Council February 19, 2025, Temporary Class "B" Beer and "Class B" Wine license for the Walworth County Agricultural Society, at the Walworth County Fairgrounds for Neon Nights, Walworth County Fair, and Ribfest and Temporary Class "B" Beer License for the Elkhorn Area Chamber of Commerce, Trivial Blarney at 100 W Walworth St. on March 15, 2025; 5:00 to 11:00pm. Voice vote, all approved, motion carried.

PRESENTATION

Mayor Tim Shiroda presented a Certificate of Recognition to Glenn Boyd in honor of his 100th birthday and his service to America in World War II.

Katie James, Community Grant Writer gave a presentation about the addition of the Band Shell to State Register of Historic Places and gave an overview of findings from Restoric Enterprises, LLC's Historic Structure Report on Band Shell.

REPORT OF CITY OFFICERS

MAYOR'S REPORT- None.

CITY ADMINISTRATOR'S REPORT – City Administrator Adam Swann introduced new Water Superintendent Nate Steffen. Swann informed the Council that City Clerk Rebeca Perez reached out to surrounding townships regarding scheduling a joint meeting to discuss the fire department topics in which some preferred to wait until the Spring Election due to new board members. Chief Eichmann shared that he will inspecting and picking up the arial ladder truck on March 5th. Administrator Swann is working on the petition for the railroad crossing on Getzen and is waiting for a final review from the City Engineer and a few others. The bypass project on Centralia is scheduled to begin on March 17th assuming supplies come as scheduled we hope to have a completion date of March 26th. Director of Public Works Matthew Lindstrom stated that there is a public information meeting on March 5th from 4:00-6:00 pm regarding the Westward Drive Road Reconstruction Project. On Wednesday, March 11th the DOT is having an open house meeting at the Delavan Town Hall regarding the Highway 11 Project from Mound Road to West Street in Elkhorn including the proposed roundabout at Highway F.

COMMITTEE REPORTS

LEGISLATIVE AND REGULATORY COMMITTEE

Committee member Scott McClory informed the council the L&R approved the City of Elkhorn's Mission Statement, Vision Statement, and Core Values and it will be brought to the Common Council for final approval.

NEW BUSINESS

Discussion and possible decision regarding findings from Historic Structure Report on Band Shell and contract with Beane Engineering for design engineering services for immediate repairs. Director of Recreation Karl Sorvick gave a detailed report regarding the immediate repairs needed on the bandshell to be able to host events. Once the study is complete, there will be an understanding of what needs to be done next and any additional cost. City Attorney Chris Geary recommends if this were to be approved by the Council to have final revision by the City Attorney. *Motion (Payson Jr./Harvey). to award Historic Structure Report on Band Shell and contract with Beane Engineering for design engineering services for immediate repairs not to exceed the allocated amount of \$60,000 and upon revision of final contract by City Attorney. Roll call vote: Payson Jr., yes; Harvey, yes; McClory, yes; Meinel, yes; Harkness, yes. Motion carried.*

Discussion and possible decision regarding proposed Resolution No. 2025-07: A Resolution Affirming the Sale of Lot 73 in the City Business Park to Trac Property Group, LLC. *Motion (Payson Jr./Harvey) to approve proposed Resolution No. 2025-07: A Resolution Affirming the Sale of Lot 73 in the City Business Park to Trac Property Group, LLC. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding proposed Resolution No. 2025-08: A Resolution Creating Tax Incremental District No. 5, Approving its Project Plan, and Establishing its Boundaries. Administrator Swann shared that if the Council approves TID No. 5 it is still required to go to the Joint Review Board for final approval. This resolution creates TID No. 5 but the City would need to enter a contract agreement with Neumann Development this would not approve of the project itself. Joe Murray from Ehlers gave an overview of proforma proposed development and the project plan. *Motion (McClory/Meinel) to approve proposed Resolution No. 2025-08: A Resolution Creating Tax Incremental District No. 5, Approving its Project Plan, and Establishing its Boundaries. Roll call vote: McClory, yes; Meinel, yes; Harvey, yes; Payson Jr., yes; Harkness, yes. Motion carried.*

Discussion and possible decision regarding Grant Agreement between State of WI Department of Administration and City of Elkhorn for Flexible Facilities Program (for improvements to Elkhorn Library). *Motion (Payson Jr./Harvey) to approve Grant Agreement between State of WI Department of Administration and City of Elkhorn for Flexible Facilities Program (for improvements to Elkhorn Library). Voice vote, all approved, motion carried.*

Discussion and possible decision regarding purchase of fire engine/pumper (quotes from Fire Services, Inc for (1) Fouts 2024 FB-94 Low Hose Bed Pumper & (1) Fouts 2025 FB-94 Low Hose Bed Pumper). Chief Eichmann stated that the 2024 model is available now, the 2025 model wouldn't be available for another six months. Alderman Meinel recommends scheduling a joint meeting with surrounding townships after the Spring Election and come to an agreement before there is a final decision made. The Council recommends bringing this agenda item back to council in April after the joint meeting for discussion of all fire department needs. *Motion (Meinel/McClory) to bring item regarding purchase of fire engine/pumper (quotes from Fire Services, Inc for (1) Fouts 2024 FB-94 Low Hose Bed Pumper & (1) Fouts 2025 FB-94 Low Hose Bed Pumper) back to Council in April. Voice vote, all approved, motion carried.*

Discussion and possible decision to surplus Fire Department vehicle #2660 (a 1994 Mack/Marion equipment/dive truck). Chief Eichmann stated that this specific vehicle has only been used for training purposes. *Motion (McClory/Harvey) to surplus Fire Department vehicle #2660 (a 1994 Mack/Marion equipment/dive truck). Roll call vote: McClory, yes; Harvey, yes; Payson Jr., yes; Meinel, yes; Harkness, yes. Motion carried.*

Discussion and possible decision regarding awarding contract to JH Hassinger, Inc. for 2025 Lakeland Water Treatment Plant HMO Rehab Project. *Motion (McClory/Harvey) to approve awarding contract to JH Hassinger, Inc. for 2025 Lakeland Water Treatment Plant HMO Rehab Project. Roll call vote: McClory, yes; Havery, yes; Payson Jr., yes; Meinel, yes; Harkness, yes. Motion carried.*

Discussion and possible decision regarding policy for documenting vehicle maintenance and reporting maintenance to Council. Alderman Payson Jr. requests that this will also state items found defective and will also identify if they are repaired and if not, it will be brought up to fitting committee. This would specifically be for the bigger pieces of equipment. *Motion (Payson Jr./McClory) to approve policy for documenting vehicle maintenance and reporting maintenance to Council with additions of Alderman Payson Jr's requests. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding process for filling upcoming vacancy in Aldermanic District 6. Discussion took place of past procedures to let interest be known and have candidates speak about themselves. Notice of vacancy will be posted in necessary places. Interviews will be scheduled for the April 7th agenda and have the candidate attend the organizational meeting on April 15th. *Motion (Payson Jr./Meinel) to accept letters of interest for vacancy with the plan of interviewing interested candidates on April 7th and potential office start date of April 15th. Voice vote, all approved, motion carried.*

ADJOURN

Motion (McClory/Harkness) to adjourn at 6:51 p.m. Voice vote, all approved, motion carried.

Amber Shellman
Deputy City Clerk



APPLICATION FOR TEMPORARY CLASS "B" (Beer) And/Or "CLASS B" (Wine) RETAILER'S LICENSE

For serving or selling alcohol, pursuant to Elkhorn Ordinance 12.03

The named organization applies for:

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under WI Statute 125.26(6) (unlimited licenses allowed per year) **and/or**

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under WI Statute 125.51(10) (two licenses allowed per year)

Please Print Clearly

Organization Type:

☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Association ☐ Fair Association ☒ Civic or Trade Organization

Organization Name

Elkhorn Area Chamber of COMmerce & Tourism Center

Address

203 E. Walworth Street PO Box 41

City & Zip Code

Elkhorn WI 53121

Phone

262-723-5788

Email

Chris@elkhornchamber.com

Date Organized

9/19/1974

If Incorporated, date incorporated:

Website

Elkhornchamber.com

President

Marcia Blimbergs

Vice President

Jeffery Wales

Secretary

Christine L. Clapper

Treasurer

Shane Griffin

Name of Event

Spring Food Truck

Date(s):

5/17/2025

Alcohol Sales Start Time:

11:00 am

Alcohol Sales End Time:

7:00 mpm

Event Address (see below if a Wine Walk with more than one location; up to 20 locations allowed)

100 W. Walworth Street Veterans Park Elkhorn

Estimated Attendance

1000

Describe Premises where beer/wine will be stored, sold and consumed (for Wine Walks, attach sheet listing each location address, premise description and licensed operator at each):

Portable bar and trailer for beverages; Ticket sales

Licensed Operator (Must be present at all times, if not currently licensed in Elkhorn, complete Temporary Operator's Application):

See Attached

Current City of Elkhorn Operator License No.

See Attached

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief. This organization agrees to comply with all law, resolution, ordinances and regulations (federal, state and local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

Officer

Date

2/20/25

Officer

Marcia Blimbergs

Date

2/20/25

NOTE: this application must be accompanied by a Special Events Permit Application to be considered. Fee may not be required.

Temporary B License Additional Information

May be Granted and Issued only to: (1) Bona fide clubs that have been in existence for at least 6 months prior to the date of application. "Club" means an organization, whether incorporated or not, which is the owner, lessee or occupant of a building or portion thereof used exclusively for club purposes, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent or athletic purpose but not for pecuniary gain and which only sells alcohol beverages incidental to its operation. (2) State, county, civic or trade organizations, local fair associations, or agricultural societies. (3) Church, lodge, or society that has been in existence for at least 6 months prior to the date of application. (4) Posts now or hereafter established of ex-servicemen's organizations.

Restrictions: (1) License may not be issued to individuals. (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization. (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts. (4) License may cover either a specified area or the entire picnic grounds. (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.) (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.) (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17) (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.) (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society or veterans' post in any 12 month period. (10) Licensed organizations must purchase their product from a licensed wholesaler. (11) Wine Walk: up to 20 locations in one day; organization must charge an admission fee for participation in the event, and no additional fee may be charged for service of fermented malt beverage/wine.

NOTE: Most coolers presently on the market have fermented malt beverage base allowing sale under a beer license (Bartles & James, Seagrams, etc.). Most hard ciders are not a fermented malt beverage or wine and may not be sold with a Temporary "Class B" or Class "B" license.

Office Use Only Date Received:

Date Approved by Common Council:

License No.

Individual who has Operator's License that work/volunteer for Elkhorn Area Chamber of Commerce

Christine L. Clapper	23-107-57	Chamber Staff *
Kate Abbe	23-107-54	Chamber Staff *
Marcia Blimbergs	23-107-61	Board President
Jeffrey Wales	23-107-77	Vice President of Board
Becky J. Brunner	23-107-56	Volunteer
Jennifer S. Box	23-107-55	Volunteer
Grace E. Franz	23-107-62	Volunteer
Nicholas C. French	23-107-63	Chamber Staff
Shelly Higgins	23-107-71	Chamber Staff
Brian L. Jones	23-107-58	Volunteer
Cindy K. Moyer	23-107-59	Chamber Staff
Cindy A. Smith	23-107-60	Volunteer
Scott J. Toledo	23-107-74	Volunteer
J. Javan Wehmeier	23-107-104	Volunteer
LAVonne R. Horgan	23-107-150	Volunteer

*Chamber Staff will be present at all events



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Please Print Clearly

Organization Type:
☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Association ☐ Fair Association ☐ Civic or Trade Organization

Organization Name <i>Walworth County Snowmobile Alliance</i>		Address <i>P.O. Box 19</i>		City & Zip Code <i>Delavan WI 53115</i>
Phone <i>262-215-8545</i>		Email <i>Timbaker@BKPropertymanagement.com</i>		
Date Organized <i>3/20/2025</i>	If Incorporated, date incorporated: <i>1971</i>	Website <i>Walworth County Snow.com LLC.com</i>		
President <i>Tim Baker</i>		Vice President <i>Troy Hummel</i>		
Secretary <i>Kristine Boivin</i>		Treasurer <i>Chuck Gamache</i>		
Name of Event <i>Polaris 2026 Sneak Peek Snowcheck</i>		Date(s): <i>3/20/2025</i>	Alcohol Sales Start Time: <i>3:00 PM</i>	Alcohol Sales End Time: <i>9:00 PM</i>
Event Address (see below if a Wine Walk with more than one location; up to 20 locations allowed) <i>411 E. Court St - Elkhorn WI 53121</i>			Estimated Attendance <i>150-200</i>	

Describe Premises where beer/wine will be stored, sold and consumed (for Wine Walks, attach sheet listing each location address, premise description and licensed operator at each):

Walworth County Fairgrounds

Licensed Operator (Must be present at all times, if not currently licensed in Elkhorn, complete Temporary Operator's Application):

*Kristine Boivin**Kristine Boivin*

Current City of Elkhorn Operator License No.

*23-107-168***DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief. This organization agrees to comply with all law, resolution, ordinances and regulations (federal, state and local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

Officer

[Signature]

Date

3-4-25

Officer

Kristine Boivin

Date

NOTE: this application must be accompanied by a Special Events Permit Application to be considered. Fee may not be required.

Temporary B License Additional Information

May be Granted and Issued only to: (1) Bona fide clubs that have been in existence for at least 6 months prior to the date of application. "Club" means an organization, whether incorporated or not, which is the owner, lessee or occupant of a building or portion thereof used exclusively for club purposes, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent or athletic purpose but not for pecuniary gain and which only sells alcohol beverages incidental to its operation. (2) State, county, civic or trade organizations, local fair associations, or agricultural societies. (3) Church, lodge, or society that has been in existence for at least 6 months prior to the date of application. (4) Posts now or hereafter established of ex-servicemen's organizations.

Restrictions: (1) License may not be issued to individuals. (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization. (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts. (4) License may cover either a specified area or the entire picnic grounds. (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.) (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.) (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17) (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.) (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society or veterans' post in any 12 month period. (10) Licensed organizations must purchase their product from a licensed wholesaler. (11) Wine Walk: up to 20 locations in one day; organization must charge an admission fee for participation in the event, and no additional fee may be charged for service of fermented malt beverage/wine.

NOTE: Most coolers presently on the market have fermented malt beverage base allowing sale under a beer license (Bartles & James, Seagrams, etc.). Most hard ciders are not a fermented malt beverage or wine and may not be sold with a Temporary "Class B" or Class "B" license.

Office Use Only Date Received:

Date Approved by Common Council:

License No.

MUNICIPAL AGREEMENT TO PURCHASE SODIUM CHLORIDE ON WISDOT BID (March 2025)

THIS AGREEMENT MUST BE SIGNED, DATED, AND RECEIVED BY WisDOT BHM
WISDOT **NO LATER THAN 5 PM ON MONDAY, March 24, 2025.**
SUBMIT BY EMAIL ONLY TO: SaltAdmin@dot.wi.gov

Annually the Wisconsin Department of Transportation, Bureau of Highway Maintenance takes bids for sodium chloride to be used as a deicing agent. For the 2025-2026 bid the Department will receive a single, combined price to include three categories of delivery services for its road salt needs. They are:

1. **Guaranteed Early Fill** - this service is to take delivery of salt that will fill the purchaser's storage facilities to capacity. Salt contractor is required to complete delivery by December 1, 2025. The contract guarantees the salt contractors that 100% of the bid quantity shown as guaranteed early fill will be taken by the purchaser at the price awarded to the salt contractor. It obligates the salt contractor to deliver this guaranteed quantity. Early fill salt can be ordered as soon as the contracts are signed by the salt contractor (Typically July 1st) and must be ordered by October 1, 2025, **using form DT2208**. Any unordered salt by these guidelines may result in forfeiture of salt in this category.
2. **Guaranteed Seasonal Fill** - this service is to take delivery of salt that will re-fill the storage facilities between December 1, 2025, and April 30, 2026. The municipality guarantees to purchase from the salt contractor - 100% of the bid quantity shown as "guaranteed seasonal fill" at the price awarded to the salt contractor. The request for delivery is made by the purchasing agency **using form DT2208**. When both guaranteed early fill and guaranteed seasonal fill are contracted, the municipality must take delivery on all early fill salt, before beginning to take delivery of seasonal fill.
3. **Vendor Reserve** - the salt contractor assures that it will have a "reserve" quantity, enabling it to provide additional salt up to the quantity let for bid as vendor reserve, which is taken at the discretion of the purchaser at the price awarded to the salt contractor. **Form DT2208 must be used to order salt. The purchaser's "vendor reserve" cannot be more than 20% of the "total guaranteed purchase."**

The WisDOT Bureau of Highway Maintenance will include the requested salt quantities for local units of government in the quantity for the statewide bid. Participating local units of government must agree to abide by the Special Terms and Conditions of the contract between WisDOT and the Salt Contractor including procedures for ordering, taking delivery, acknowledging receipt of delivery, making payment for salt received, salt quantities, salt unit prices, and assessing penalties. By signing this agreement, participants are also agreeing to comply with Administrative Code TRANS 277 which requires registration and compliance at all salt storage facilities. TRANS 277 also requires annual on-site storage facility inspections.

The City of Elkhorn in Walworth County
(Town / City / County) (Name of Municipality) (County)

hereby requests WisDOT to acquire the following quantity of sodium chloride for the 2025-26 winter season and agrees to purchase at least the "guaranteed" quantities shown in the table on the following page and to make payment as contractually required.

CURRENT INVENTORY INFORMATION	
QUANTITY	AMOUNT IN TONS
Overall Storage Shed Capacity How much salt your shed(s) can hold when full	2,000
Current Salt Shed Inventory (approx. what have in shed(s) now)	1,200
Salt yet to be delivered from 2024-2025 contract Include any Guaranteed Seasonal Salt and any Optional Vendor Reserve you plan to receive yet, this Spring	480

2025-2026 SALT ORDER SPECIFICATIONS	
GUARANTEED PURCHASES	AMOUNT IN TONS
Guaranteed Early Fill Early fill orders must be placed prior to October 1, 2025 with preferred delivery of any date prior to December 1, 2025	320
Guaranteed Seasonal Fill Seasonal fill orders must be placed after December 2, 2025 with preferred delivery of any date prior to April 30, 2026	300
Total Guaranteed Purchases (Early + Seasonal)	620

OPTIONAL PURCHASE	AMOUNT IN TONS
Vendor Reserve <i>This quantity can be no more than 20% of the total guaranteed purchase (early and seasonal tons).</i> Purchaser may take delivery at its discretion between December 2, 2025 and up to April 30, 2026.	120

Participants will receive a copy of the Bid Documents, the procedure to place orders, the form DT2208 and instructions on how to use it, and assistance on other requirements contained in the Bid Documents in June ahead of the new contract starting July 1, 2025.

ALL SALT ORDERS MUST BE E-MAILED TO SALT CONTRACTORS ON A DT2208 FORM (no phone orders).

Salt purchased under this agreement shall only be used on facilities owned and maintained by a municipality. If the municipality has contracted with a private entity to perform winter maintenance, the salt purchased under this agreement shall not be used by the private entity on facilities not owned or maintained by a municipality.

The undersigned authority here agrees to the terms and values of the above agreement:

Signature Approval Authority (electronic signature accepted)

Date

262.723.2223

Contact Phone Number
(ex: xxx-xxx-xxxx)

mlindstrom@cityofelkhorn.org

Contact E-mail Address



MEMO

TO: Mayor Tim Shiroda
Alderman Ronald Dunwiddie
Alderman Kurt Harkness
Alderman Peter Harvey
Alderman Scott McClory
Alderman Ken Meinel
Alderman Gary Payson, Jr.

FROM: Adam Swann

DATE: March 13, 2025

RE: Common Council Meeting on March 17, 2025

City Administrator Report

- **Update re 2024 room tax collection**

This is an update on the 2024 room tax collections. (Thanks to City Treasurer Chris Sprigler for crunching the numbers below.) Total room taxes were slightly lower in 2024 than 2023—i.e., \$302,333.25 versus \$308,433.24—but higher than in 2022 when they were \$288,607. As a reminder, 70% of room taxes are paid by the City to the Elkhorn Chamber of Commerce for promoting tourism per City ordinance and state statute.

2024				
		Per Ordinance No. 04-21, Article 3.06.2		
		Retained by Hotel/Motel	Retained by City	Paid to Chamber
		2%	28%	70%
Period	Calculated	Discount Rate	City share	Chamber share
Qtr 1	\$ 53,678.67	\$ 1,073.57	\$15,030.03	\$ 37,575.07
Qtr 2	73,440.01	1,468.80	20,563.20	51,408.01
Qtr 3	124,867.94	2,497.36	34,963.02	87,407.56
Qtr 4	50,346.63	1,006.93	14,097.06	35,242.64
Totals	<u>\$302,333.25</u>	<u>\$ 6,046.67</u>	<u>\$84,653.31</u>	<u>\$ 211,633.28</u>

2023				
		Per Ordinance No. 04-21, Article 3.06.2		
		Retained by	Retained by	Paid to
		Hotel/Motel	City	Chamber
		2%	28%	70%
Period	Calculated	Discount Rate	City share	Chamber share
Qtr 1	\$ 53,032.53	\$ 1,060.65	\$ 14,849.11	\$ 37,122.77
Qtr 2	77,770.46	1,555.41	21,775.73	54,439.32
Qtr 3	117,898.23	2,357.96	33,011.50	82,528.76
Qtr 4	59,732.02	1,194.64	16,724.97	41,812.41
Totals	\$308,433.24	\$ 6,168.66	\$86,361.31	\$ 215,903.27

2022				
	Total	Retained by	Retained by	Paid to
		Hotel/Motel	City	Chamber
	\$288,607.00	\$5,772.14	\$80,809.86	\$202,025.00

- **Reminder of Open Book and Board of Review for 2025 property assessments**

This is just a reminder of the dates for the City's Open Book and Board of Review for 2025 property assessments. Notices for 2025 property assessments should be mailed on March 25, 2025.

1) Open Book will be held on April 14 from 10:00 a.m. – 12:00 p.m.

As a reminder, Open Book is the opportunity for Elkhorn property owners to meet with the assessor to discuss their assessments if they have concerns. The assessor can make adjustments to the assessments during the Open Book.

2) Board of Review will be held on May 21 from 5:30 p.m. – 7:30 p.m.

As a reminder, if a property owner is not satisfied with his/her assessment after meeting with the assessor during Open Book, the property owner can file an appeal with the Board of Review. It is the owner's responsibility during the Board of Review to present evidence to the Board of Review as to why the assessment is incorrect. The Board of Review can change the assessment if the Board agrees with the property owner's evidence.

- **Update re inspection of new fire aerial ladder truck**

Last week Fire Chief Trent Eichmann and Assistant Chief Brad Soczka traveled to St. John's, Indiana to inspect the new fire aerial ladder truck. They identified some paint blemishes that will need to be repaired, which should take approximately 2-3 weeks. Once the blemishes have been addressed, the aerial ladder truck will go to a service center in Waukesha to have the decals put on the truck.

- **Status of Getzen St. railroad crossing petition**

Last Friday I submitted the City's petition for a new railroad crossing at Getzen Street to the Office of the Commissioner of Railroads.

- **Closing of sale of Lot 73 in the City business park**

On Friday, March 7, 2025, the City closed on the sale of Lot 73 in the City business park to Trac Property Group, LLC for the listing price of \$249,000. (The property has tax key parcel number YA443300002.) There are only three remaining properties available for sale in the City's business park. (A fourth parcel is currently under contract.) An updated map of the business park parcels for sale is included in the Council packet.

- **Joint Review Board meeting re proposed creation of Tax Incremental District #5**

Now that the Plan Commission and Common Council have both voted in favor of the creation of Tax Incremental District #5, the Joint Review Board will be meeting on April 3, 2025 at 4:00 p.m. to consider approving the creation of TID #5.

- **Start date for Centralia WTP reservoir bypass project**

The pre-construction meeting for the Centralia WTP reservoir bypass project was held last week on March 6, 2025. The construction start date has been delayed a week. Work still start on March 24 rather than March 17. The work was originally planned to be completed by March 28, 2025, so the new project completion date should be April 4, 2025. (This timeline assumes that there are no problems due to the pressure changes in the watermain that will be created by the bypass.)

- **Letters of interest for future Aldermanic District #6 vacancy**

The City is currently accepting letters of interest for the upcoming Aldermanic District #6 vacancy. Letters of interest are due April 2 by 4:00 p.m. Interviews will be scheduled with the Council during the Council meeting on April 7. Notices about the vacancy and process for submitting a letter of interest will be published in the *Elkhorn Independent* for three weeks, and a notice was also posted on the City's Facebook page.

- **City spring election on April 1, 2025**

This is just a reminder that the City will be holding the spring election on Tuesday, April 1 from 7:00 a.m. to 8:00 p.m. at the City Administration Building. In-person absentee voting will be available March 18-March 21 and March 24-March 28 from 9:00 a.m. to 4:00 p.m.

New Business

- **Discussion and possible decision regarding proposed Ordinance No. 2025-08: An Ordinance Amending the City's Official Map and Creating Section 8.10.14 of the Code of Ordinances for the City of Elkhorn, Walworth County, Wisconsin, relating to an Amendment of the City's Official Map** *(first and possible second reading)*

On February 19, 2025, the Council amended the City Code to adopt an official map. The official map approved by the Council at that meeting focused on existing streets and parks. At the last Plan Commission meeting on March 6, the Plan Commission approved amendments to the City's official map to identify future street needs and/or extensions (consistent with what was identified in the City's 2040 Comp Plan). This process of adopting the map on February 19, 2025 and then considering amendments on March 17 was the process recommended by the city attorney when the City started creating an official map.

- **Discussion and possible decision regarding proposed Ordinance No. 2025-09: An Ordinance Amending Elkhorn Municipal Code Section 17.8-9(5)(c) to Permit the Internal Illumination of Projecting Signs** *(first and possible second reading)*

At the last Plan Commission meeting, the Plan Commission approved amending City Code Section 17.8-9(5)(c) to allow internally illuminated projecting signs. Under the current City Code, internally illuminated signs are

permitted if they're monument signs, wall signs, and pole signs—but not if they're projecting signs. This has been a challenge for some of the downtown businesses (e.g., Moy's Restaurant and Elk Restaurant) which have older internally illuminated projecting signs that were erected prior to the current City Code provisions were in place. These businesses have legally non-conforming signs, which means they haven't been able to replace their signs unless they switched to a different type. There are a couple of other downtown businesses that have expressed interest in acquiring internally illuminated projecting signs to make it easier to see their businesses. In short, the proposed City Code change would help downtown businesses with older signs replace them as well as give other businesses a new option for advertising their businesses.

- **Discussion and possible decision regarding amendment to agreement with Foth Infrastructure & Environment, LLC to provide design engineering and construction management services for Lakeland WTP HMO Rehab Project**

The City signed a contract with Foth Infrastructure & Environment, LLC in June 2023 to provide design engineering and construction engineering services for the Lakeland WTP HMO Rehab Project. (The contract was amended in April 2024 to address some formatting changes requested by the DNR, but the contract price did not change.) The cost under the original agreement was \$564,000 for design engineering services and \$260,000 for construction engineering services. For reasons explained below, the design engineering expenses have increased by \$33,000, and Foth estimates that the construction management expenses could increase by \$130,000.

The primary reason for the increase in engineering fees is the requirements associated with the congressionally directed spending the City received for the project. When the City signed the contract with Foth in June 2023, the City hadn't been awarded the \$3.3 million in congressionally directed spending for Lakeland, which occurred in March 2024. Since that time, Foth and the City have been working with the EPA and learning more about the funding requirements for the congressionally directed spending. The funding requirements include adhering to the Build America, Buy America (BABA) Act, which requires all iron, steel, manufactured products, and construction materials for a project to be from the USA.

Complying with the BABA requirements has increased the engineering costs. There's a chance that the \$130,000 increase referenced above could be lower if there aren't any problems getting approvals of project materials and equipment by the EPA. In addition, the updated fee includes a contingency

amount of \$27,537 for construction engineering fees. This contingency might not be needed, which would further lower the cost.

Another reason for the increased price is that Foth had originally intended on Nate Steffen performing the site inspections because he lived in Elkhorn and wouldn't have to drive far. Now that Nate Steffen has been hired as the water superintendent, Foth's replacement is going to have to commute one hour each way, which will increase the overall number of engineering hours.

Below is a comparison of the original Lakeland WTP HMO Rehab Project budget and the revised project budget with the proposed Foth professional services addendum. The numbers that would be changing are highlighted in yellow. Please note that during the last Council meeting—when the Council was reviewing the bids for the Lakeland WTP HMO Rehab Project—I included a budget chart anticipating a \$23,000 increase in design engineering fees and a \$100,000 increase in construction engineering fees—so the numbers you saw at the last meeting already factored in an increase, although the proposal we received from Foth this week was higher. Please also note that both the original budget and the revised budget include a 10% construction contingency of \$300,000+, so the final project cost could be less than the revised total project cost of \$4,486,422.

Original		Grant	SDW Loan
Design	564,000	61,147	502,853
CM	260,000	208,000	52,000
Construction	3,000,000	2,400,000	600,000
Contingency 10%	300,000	240,000	60,000
PSC Fees	10,000	8,000	2,000
Other Exp	5,000	4,000	1,000
Closing Bond Council	20,000	16,000	4,000
Ehlers	10,000	8,000	2,000
Total	4,169,000	2,945,147	1,223,853
New		Grant	SDW Loan
Design	597,000	101,414	495,586
CM	390,000	312,000	78,000
Construction	3,152,734	2,522,187	630,547
Contingency 10%	315,273	252,219	63,055
PSC Fees	10,000	8,000	2,000
Other Exp	5,000	4,000	1,000
Closing Bond Council	10,385	8,308	2,077
Ehlers	6,030	4,824	1,206
Total	4,486,422	3,212,952	1,273,471

The City's grant funds (via the congressionally directed spending) can cover 80% of the increase in engineering fees. The remainder of the increase

can be covered by a Safe Drinking Water Fund loan. (The water portion of the Centralia Reconstruction Project (Phase II) is under budget, and the DNR has said that the City can use the extra funds from the Safe Drinking Water Fund loan for the Centralia project towards the Lakeland Project because the City combined the projects when we submitted our application.)

The Council packet includes a detailed breakdown of the increased design engineering and construction engineering fees. How does Council want to proceed? Is Council agreeable to amending the agreement with Foth for design engineering and construction engineering services?

- **Discussion and possible decision regarding request from Police Department to increase budget for software maintenance services by \$6,300 to obtain access to two additional Flock cameras**

The Police Department has submitted a proposal to increase the software maintenance services budget by \$6,300 to acquire two additional Flock cameras. Captain Brandl has provided a memo regarding the Police Department's request. I just wanted to provide some additional background information about the request. The City first acquired four Flock cameras in 2023 at the request of a local businessowner who wanted extra security near his business. The property owner agreed to pay for the subscription service for the four cameras for two years, which would cost the City \$10,000 per year (plus an initial implementation fee, which was covered by a grant).

At the request of the Police Department, the City budgeted \$13,000 to cover the cost of these four cameras in 2025 when the businessowner's commitment ended. Although the businessowner has now agreed to cover half of the cost for these four cameras for the next two years, if the City adds two more cameras, this will add an additional ongoing expense in the future if the City wants to continue using all 6 cameras and there aren't donations. The Police Department's software maintenance budget increased by 97.96% in 2025—rising from \$49,000 in 2024 to \$97,000 in 2025, so software maintenance expenses are becoming a more significant financial burden for the Police Department and City.

- **Discussion and possible decision regarding proposed ordinance amending SIP for Harvest Pointe Villas Condos**

On July 15, 2024, the Common Council approved an amendment to the SIP for the Harvest Pointe Villas Condos, a development of 32 condo duplexes planned for a parcel on Harvest Way (tax key number YA483200001). The 2024 SIP amendment reduced the size of the buildings slightly. The developer,

Bielinski Homes, has returned requesting an SIP amendment to increase the size of the garage by 2 feet. The Plan Commission approved the proposed amendment at their last meeting on March 6, 2025.

BUSINESS PARK SPACES AVAILABLE I-43 & HWY 67



ELKHORN BUSINESS & INDUSTRY PARK

ELKHORN, WI 53121



RAY GOODDEN

Senior Vice President
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KRISTEN PARKS

Vice President
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ELKHORN BUSINESS & INDUSTRY PARK

Elkhorn, WI 53121



FOR SALE | +/- 0.92 - 3.0 ACRES IN BUSINESS PARK AVAILABLE

OF LOTS 13 | TOTAL LOT SIZE 0.92 - 3.0 ACRES | TOTAL LOT PRICE \$99,000 - \$684,559 | BEST USE INDUSTRIAL

STATUS	LOT #	ADDRESS	APN	SUB-TYPE	SIZE	PRICE	ZONING
Sold	59	E Koopman Lane	YA 311900002	Industrial	2.25 Acres	-	Commercial
Available	67	E Koopman Lane	YV SE 00024	Industrial	3 Acres	\$299,000	Commercial
Available	69	E Commerce Ct	YA 478400002	Industrial	0.92 Acres	\$99,000	Commercial
Pending	70	E Commerce Ct	YA 387800001	Industrial	1.58 Acres	\$149,000	Commercial
Sold	71	S Seymour Ct	YA 478400003	Industrial	1.38 Acres	-	Commercial
Sold	72	S Seymour Ct	YA 396900001	Industrial	1.54 Acres	-	Commercial
Sold	73	E Morrissy Dr	YA 443300002	Industrial	3.9 Acres	-	Commercial
Sold	74	E Morrissy Dr	YA 386200001	Industrial	2.83 Acres	-	Commercial
Available	80	S Lincoln St	YA238500002	Industrial	1.35 Acres	\$268,650	B-2
Available	81	Tesch Dr	YA501600002	Industrial	2.44 Acres	\$684,559	B-2
Available	82	O'Conner Dr	YA501600003	Industrial	1.68 Acres	\$334,320	B-2
Sold	90	Hwy H	YA 414900001	Industrial	3.44 Acres	-	Commercial
Available	91	Seymour Ct	YA 372000002	Industrial	1.36 Acres	\$149,000	Commercial

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KRISTEN PARKS

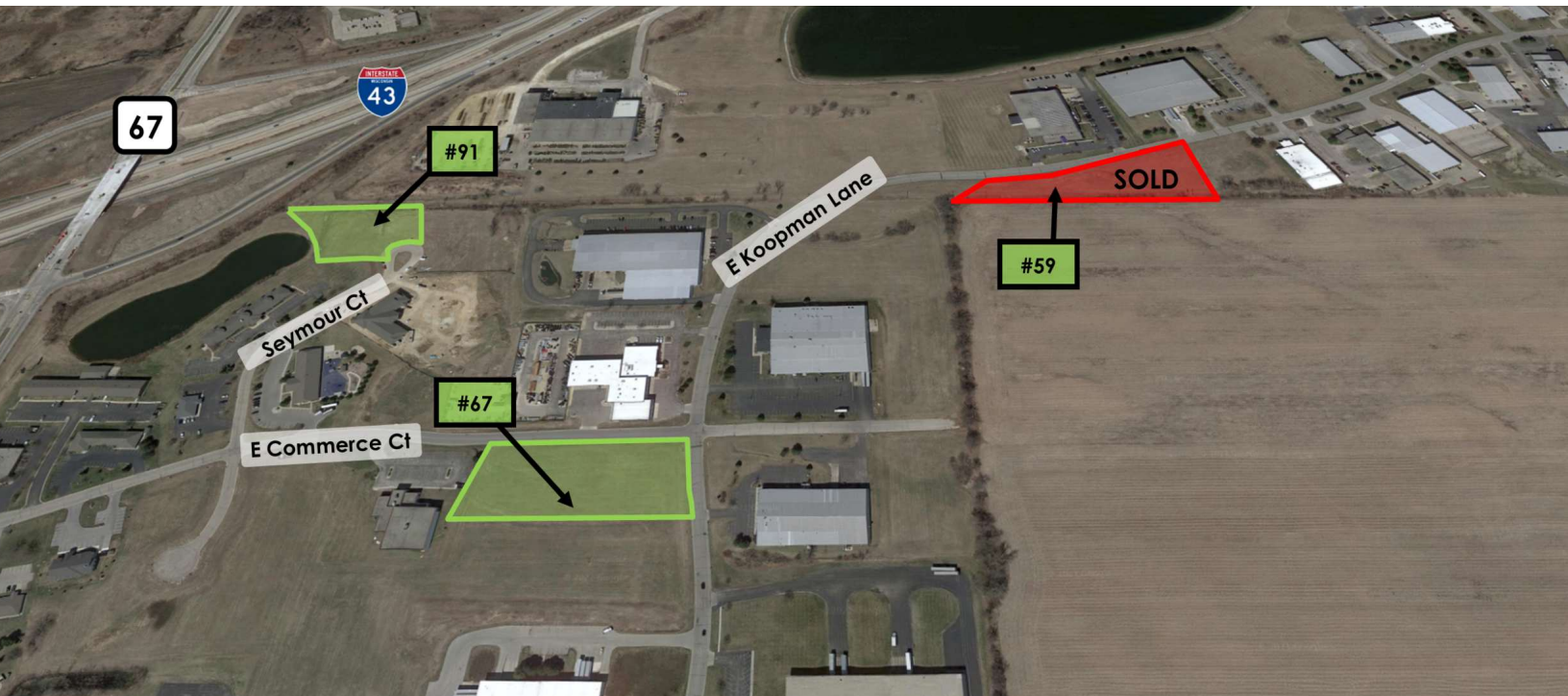
Vice President
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kparks@acgwi.com

LOT 59, 67 & 91

Elkhorn, WI 53121

Anderson
Commercial Group

FOR SALE | KOOPMAN LANE LOT AVAILABLE



OFFERING SUMMARY

Lot 67:

Lot Size: +/- 3 Acres
Tax / APN #: YV SE 00024
Current Taxes: \$0.00
Sale Price: \$299,000

Lot 91:

Lot Size: +/- 1.36 Acres
Tax / APN #: YA 372000002
Current Taxes: \$0.00
Sale Price: \$149,000

Lot 59: (SOLD)

Lot Size: +/- 2.25 Acres
Tax / APN #: YA 311900002
Current Taxes: \$0.00
Sale Price: -----

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PROPERTY HIGHLIGHTS

- Great land with municipal utilities within the Elkhorn Industrial Park
- Bring your ideas, Elkhorn is looking for a strong business to fill the vacant space in their growing business park
- Highly visible lot, centrally located on main pathway through industrial park

DEMOGRAPHICS

	5 MILES	10 MILES	20 MILES
Total Households	9,370	27,347	84,216
Total Population	22,455	66,102	213,151
Average HH Income	\$98,228	\$100,643	\$105,116

LOTS 69, 70, 71 & 72

Elkhorn, WI 53121

Anderson
Commercial Group

FOR SALE | S SEYMOUR CT PARCELS AVAILABLE



OFFERING SUMMARY

Lot 69:	+/- 0.92 Acres
Tax / APN #:	YA 478400002
Current Taxes:	\$0.00
Sale Price:	\$99,000
Lot 70:	+/- 1.58 Acres
Tax / APN #:	YA 387800001
Current Taxes:	\$0.00
Sale Price:	\$149,000
Lot 71 (SOLD):	+/- 1.58 Acres
Tax / APN #:	YA 478400003
Current Taxes:	\$0.00
Sale Price:	-----
Lot 72: (SOLD):	+/- 1.38 Acres
Tax / APN #:	YA 396900001
Current Taxes:	\$0.00
Sale Price:	-----

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PROPERTY HIGHLIGHTS

- Build your business at this parcel with highway visibility.
- Lots can be purchased as an assemblage
- Neighboring other professional office on E Commerce Court
- Elkhorn is pro-growth looking to complete their new Industrial Park

DEMOGRAPHICS

	5 MILES	10 MILES	20 MILES
Total Households	9,370	27,347	84,216
Total Population	22,455	66,102	213,151
Average HH Income	\$98,228	\$100,643	\$105,116

LOT 80, 81 & 82

Elkhorn, WI 53121

Anderson
Commercial Group

FOR SALE | O'CONNOR DR, TASCH DR AND HWY 67 LOTS AVAILABLE



OFFERING SUMMARY

Lot 80:

Lot Size: +/- 1.35 Acres

Tax / APN #: YA238500002

Sale Price: \$268,650

Lot 81:

Lot Size: +/- 3.44 Acres

Tax / APN #: YA501600002

Sale Price: \$684,000

Lot 82:

Lot Size: +/- 1.68 Acres

Tax / APN #: YA501600003

Sale Price: \$334,320

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PROPERTY HIGHLIGHTS

- Fully Improved commercial lots with municipal water and sewer
- Conveniently located within +/- 1 mile of I-43 and Hwy 67 freeway exit
- Fastest growing community in Walworth County
- Zoned B-5 Highway Business District

DEMOGRAPHICS

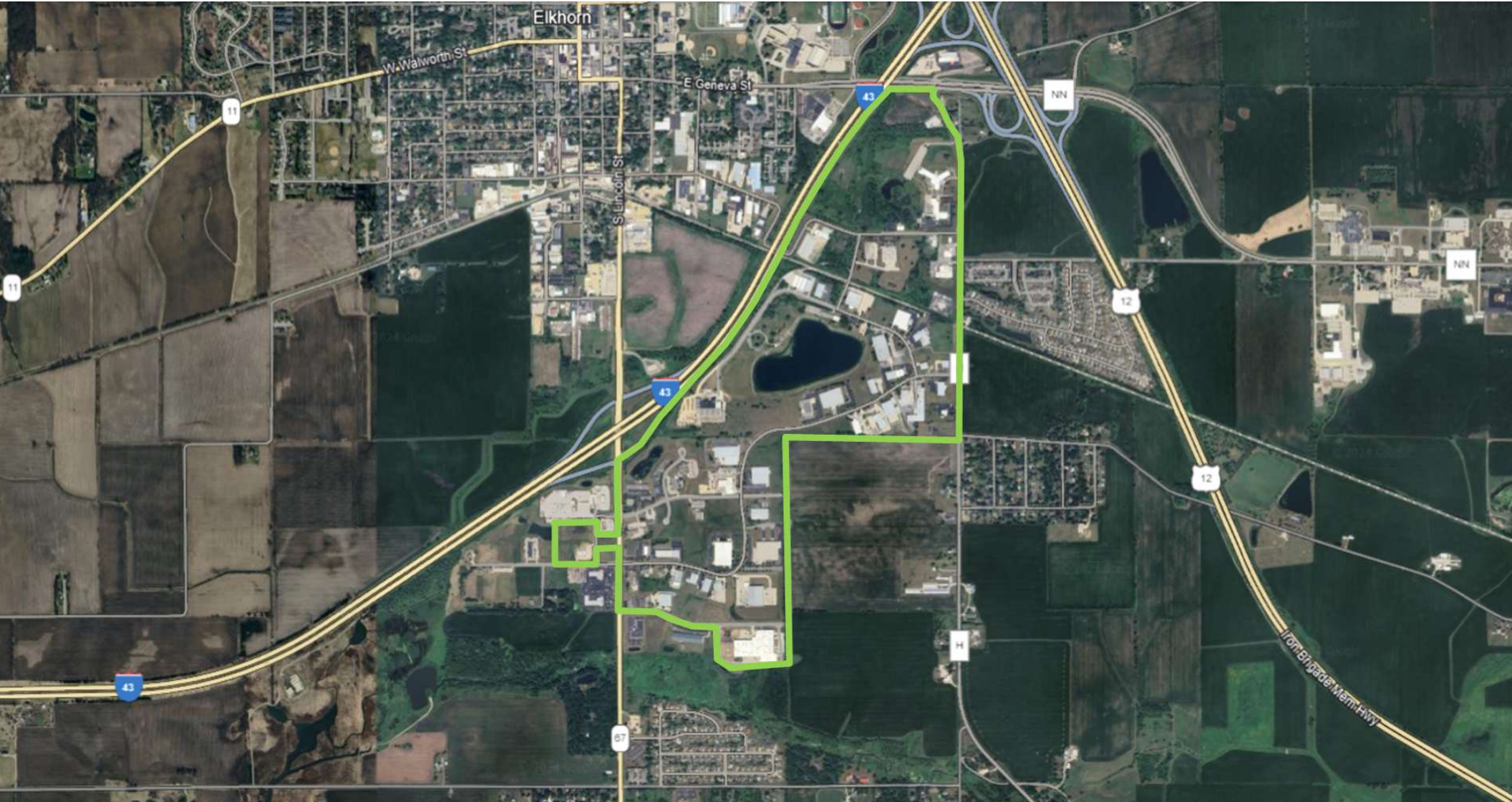
	5 MILES	10 MILES	20 MILES
Total Households	9,370	27,347	84,216
Total Population	22,455	66,102	213,151
Average HH Income	\$98,228	\$100,643	\$105,116

ELKHORN BUSINESS & INDUSTRY PARK

Elkhorn, WI 53121



LOCATION MAP | +/- 0.92 - 3.9 ACRES IN BUSINESS PARK AVAILABLE



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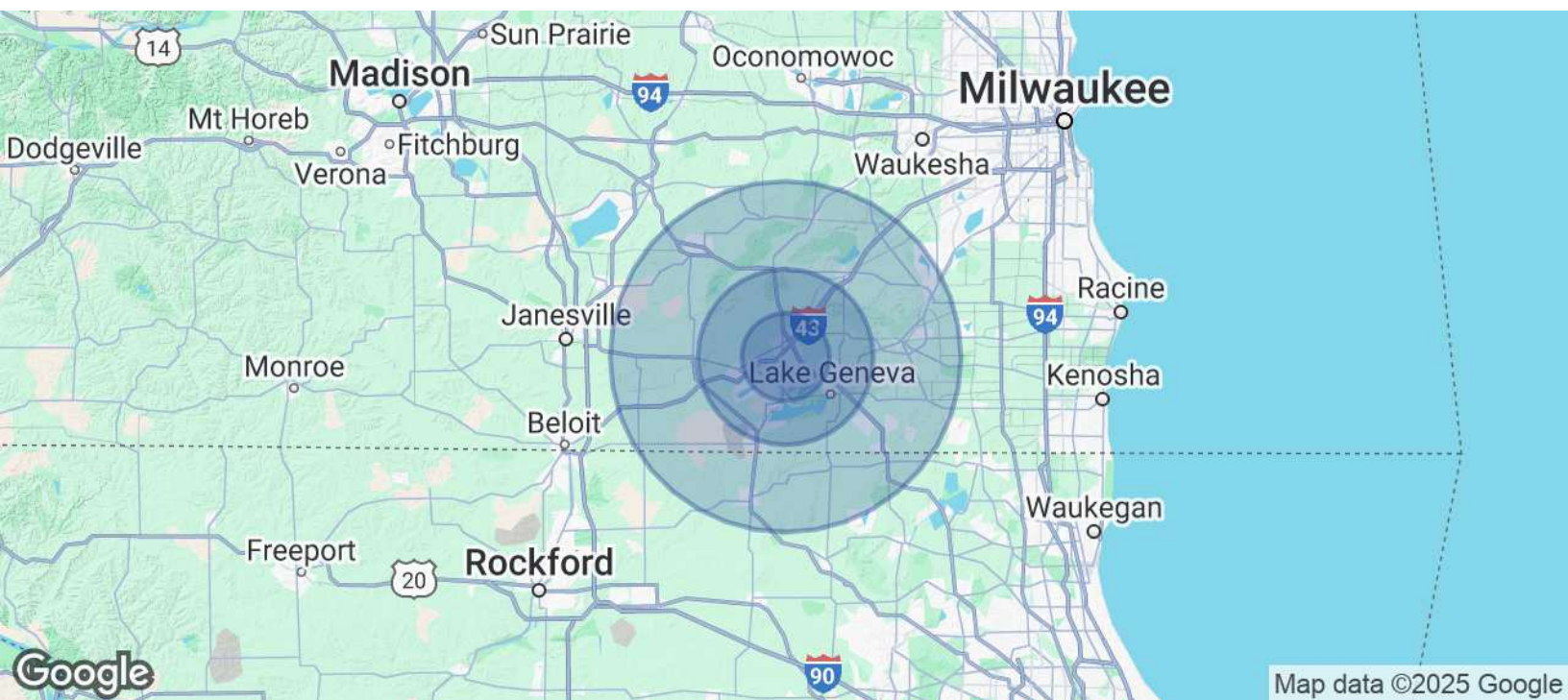
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ELKHORN BUSINESS & INDUSTRY PARK

Elkhorn, WI 53121

Anderson
Commercial Group

DEMOGRAPHICS MAP & REPORT | +/- 0.92 - 3.9 ACRES IN BUSINESS PARK AVAILABLE



POPULATION	5 MILES	10 MILES	20 MILES
Total Population	22,455	66,102	213,151
Average age	43	43	42
Average age (Male)	42	42	41
Average age (Female)	44	44	43

HOUSEHOLDS & INCOME	5 MILES	10 MILES	20 MILES
Total households	9,370	27,347	84,216
# of persons per HH	2.4	2.4	2.5
Average HH income	\$98,228	\$100,643	\$105,116
Average house value	\$344,921	\$365,162	\$353,680

* Demographic data derived from 2020 ACS - US Census

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DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.

12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).

14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

28 The following information is required to be disclosed by law:

29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).

30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other Information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____

36 _____

37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____

39 _____

40 _____

41 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**

43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
51 contract or agreement made concerning the transaction.

52 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
53 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
54 <http://www.doc.wi.gov> or by telephone at 608-240-5830.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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Drafted by Attorney Debra Peterson Conrad

Memo

To: Common Council

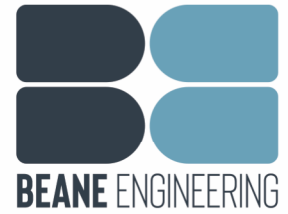
From: Karl Sorvick, Recreation Director

Date: 3/13/2025

Re: Design Work Contract with Beane Engineering

Following the advice of the city attorney, the city contacted Beane Engineering to request an amendment to the contract. Specifically, the city asked them to adjust the agreement so that the project liability reflects \$1 million, instead of being tied to the contract value, which is \$4,000. This term is outlined at the bottom of the contract under subsection 6.6.

Beane Engineering has expressed concerns about modifying the contract in this way. They are not comfortable removing the provision that limits their liability to the contract value. Their reasoning is that a \$4,000 scope of work coupled with a \$1 million liability would be challenging to justify, as it creates a high-risk, high-reward scenario.



231 E. Buffalo Street
Suite 301
Milwaukee, WI 53202

26 February 2025

Karl Sorvick
Recreation Director
Elkhorn Recreation Center - City of Elkhorn
200 Devendorf Street
Elkhorn, WI 53121

RE: Elkhorn Bandshell Restoration, Sunset Park, Elkhorn, WI 53121
Proposal for Structural Engineering Services

Dear Karl,

Thank you for inviting Beane Engineering to submit a proposal for structural engineering services for the Elkhorn Bandshell Restoration. Our proposal is based on correspondence received on 25 February 2025. We understand that the restoration work may be phased with the immediate work necessary to make structurally safe for occupancy in the summer of 2025 and the remainder at a future date.

The Elkhorn Bandshell (bandshell) was constructed in 1926 in Elkhorn, Wisconsin. The bandshell was located on the courthouse square until 1962 when it was moved to its present location in Sunset Park. The bandshell is approximately 1,400 square feet, and a tall one-story, mostly wood-framed rectangular structure with a raised stage floor and internal domed bandshell. The stage is located on the east elevation and is decorated with a visor above the proscenium and is flanked by two colossal columns with Ionic capitals.

The bandshell was listed on the State Register of Historic Places in 2011. It was originally nominated for the National Register of Historic Places in 2012. Beane Engineering performed a visual structural investigation and preliminary analyses in the summer of 2024 and authored the structural section of the Historic Structures Report (HSR), dated January 2025. The investigation and analyses found that components of the gravity and lateral system require immediate reinforcing to make structurally stable and to resist contemporary snow and wind loads. We have provided fees for two phases for the structural design, construction documents and construction administration: Phase 1 is for the Immediate and High Priority work identified in the HSR and Phase 2 is for the High and Medium Priority work identified to be completed in 2025 and "2025+". We have also assumed the Revit model produced by *Restoric, LLC* will be available for our use as architectural backgrounds.

Phase 1 Immediate Design Scope:

- Install lateral bracing at two 4x4 Truss T3 columns.
- Reinforce the single 6x6 column supporting Truss T2.
- Reinforce stage floor framing to support live loads (short term repairs).

Phase 2 High and Medium Priority Design Scope:

- Perform additional test pits (by others) to evaluate foundations and determine if conditions are similar to those observed at the southwest corner.
- Reinforce or reframe stage floor framing to support live loads (long term repairs).
- Stabilize or replace interior spread footings for stage framing.
- Stabilize and reinforce east foundation wall below stage.
- Reinforce beam supports and posts at atypical framing conditions
- Repair or replace steel Lally columns
- Repair deteriorated studs, sill plates and add plywood sheathing
- Perform structural analysis of diaphragm/shear walls and connections perform upgrades
- Determine lateral system implications of removing the coil door
- Evaluate structural decoupling of hemisphere from main structure
- Evaluate reinforcing Truss T2 and T3 (to be completed prior to re-roofing)
- Evaluate diaphragm reinforcing for increased lateral strength and stiffness (to be completed prior to re-roofing)
- Perform structural analysis of truss member connections and bearing conditions
- Perform structural analysis of uplift conditions

Schedule

We look forward to discussing a schedule with you as your planning progresses. At this time, we estimate Phase 1 CDs to be issued 4-6 weeks after contract authorization. Phase 2 DD is estimated to take 6 weeks and CDs another 8 weeks.

Fee

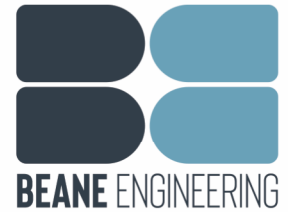
Based on the project description above and the scope of services outlined in the following pages, Beane Engineering's proposed fee is allocated to the following phases and sub-phases:

Phase 1: Immediate Priority

Design Development (DD)	30%	\$1,200
Construction Documents (CD)	50%	\$2,000
Construction Administration (CA)	20%	\$800
Phase 1 TOTAL	100%	\$4,000

Phase 2: High & Medium Priority

Design Development (DD)	30%	\$5,400
50% Construction Documents (CD)	25%	\$4,500
100% CD	25%	\$4,500
Construction Administration (CA)	20%	\$3,600
Phase 2 TOTAL	100%	\$18,000

**Reimbursable Expenses**

Beane Engineering shall be reimbursed at 1.1 times cost for the following expenses: reproduction, travel, messenger and courier service, and postage including overnight shipping costs.

Terms and Conditions

Please note that this agreement shall be governed by the terms and conditions on the last page.

Thank you for the opportunity to provide a proposal for Elkhorn Bandshell Restoration. If you have any questions regarding this proposal, the scope of services on the following pages, or the project in general, please do not hesitate to contact us.

	26 February 2025
Offered by:	Date
Jeffrey A. Beane, PE, SE	
Principal	

Accepted by:	Date
Name	
Title	

SCOPE OF SERVICES

Beane Engineering will provide the following scope of services.

Design Development

- Review documentation related to the existing building provided by the Client, including existing framing plans, geotechnical reports, or other documents pertaining to the existing structure.
- Prepare a probe package including locations and descriptions of probes.
 - The Client will hire a contractor directly to make the probes and restore finishes to their satisfaction.
 - Once the probes have been made, Beane Engineering will document the probes and prepare a brief report summarizing our findings.
- Perform a structural code analysis to determine relevant and applicable code provisions related to structure, including upgrades to the existing structural system to comply with code requirements for wind, seismic and other provisions.
- Attend meetings and participate in conference calls and video conferences as required.
- Consult with other design team consultants under the direction of the Architect or Prime Consultant.
- Perform necessary structural design calculations in accordance with the applicable building code.
- Review and comment on cost estimates and construction schedules produced by others.
- Prepare structural documents, including framing plans, representative details, general notes, and outline specifications for coordination and planning purposes. Phase 1 DD work will consist of redline PDF markups and sketches of items noted above. Phase 2 will be production level (i.e. Revit prints).

Construction Documents

- Perform necessary structural design calculations in accordance with the applicable building code.
- Prepare Construction Documents including framing plans, details, and material specifications (as clarified below).
- Assist with the sizing of miscellaneous metals elements such as stair stringers, railings, and stanchions.
 - The documentation (drawings, details, and specifications) of these elements shall be by the Architect or others.
 - The ultimate responsibility for this documentation will be taken by the sub-contractor's engineer.
- Attend design coordination meetings and participate in conference calls and video conferences as required.
- Coordinate with other design team consultants under the direction of the Architect or Prime Consultant.
- Review and comment on cost estimates and construction schedules produced by others.

Construction Administration

- Review structural submittals and shop drawings.
- Respond to contractor requests for information (RFIs).
- Prepare clarification sketches.
- Make one (1) site visit during Phase 1 and two (2) site visits during Phase 2 to observe general conformance with the Construction Documents. Additional site visits can be provided at our standard hourly rates.
- Attend virtual construction meetings as needed – Beane Engineering’s regular attendance at weekly construction meetings will not be required.

Specifications

- Beane Engineering will provide specifications for structural trades only where they are the primary author (cast-in-place concrete, structural steel, framing lumber, etc.).
- Beane Engineering will review and edit specifications of other trades with structural content or requirements (miscellaneous metals, unit masonry, cold-formed steel, earthwork, etc.).
- Where specialty specifications are required, as a result of recommendations by others (e.g. the geotechnical consultant recommends a specialty foundation system), the specification will be provided by others for review and coordination amongst the team.

Building Information Modeling (BIM)

- Beane Engineering will be using BIM (Revit Structure) to prepare documents for the project.
- Where structural elements are modelled based on limited field information, these elements will be associated with a Level of Development (LOD) definition that indicates the level of accuracy associated with the field measurements. This will allow the design to be developed with the understanding that subsequent field measurements are taken in areas where coordination tolerances are critical.
- In the basic services fee, Beane Engineering has included the amount to assist in the development of the required BIM Model of the existing building. Beane Engineering will perform a field investigation, as outlined in each section above, of accessible areas to identify the structural elements that can readily be incorporated into a BIM model. Structure will only be field measured in areas where work is anticipated.

ASSUMPTIONS

The following assumptions apply to our scope of work.

- Re-design due to unforeseen field conditions that are different than those indicated on available existing documents or from those reasonably assumed by the design team is excluded. If conditions are uncovered during the design or construction phases that necessitate structural repairs, the design and documentation of those repairs will be considered an additional service. Beane Engineering is not responsible for construction cost or schedule impacts of such conditions.

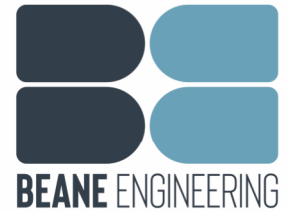
- Design services will be completed no more than 6 months after contract authorization (each phase), and construction will proceed without delay upon the completion of the CDs. In addition, substantial completion of the primary structure will be completed no more than 6 months after completion of the CDs.
- Project delivery will follow a traditional design-bid-build sequence and does not include early-release bid packages such as foundations or structural steel, or design-build or design-assist deliveries.
- A qualified code consultant will be performing the code analysis for the project and will advise Beane Engineering and others on the team of any areas requiring coordination of assumptions, compliance methods, etc.
- If any new foundations are required, we assume they will be shallow foundations (conventional cast-in-place concrete spread footings).
- Except where noted above, the project does not include the structural design or documentation of landscape or site structures outside the footprint of the building such as retaining walls, pergolas, water features, sidewalk vaults, or storm water detention structures.
- The Architect or a sub-consultant to the Architect (other than Beane Engineering) shall design and document all building enclosures and waterproofing, including roofing and foundation waterproofing.
- The Architect or a sub-consultant to the Architect (other than Beane Engineering) shall design and document all façade elements including storefronts, curtainwalls, and other cladding materials.
- Underpinning and support of excavation (SOE), if required, will be designed by others.
 - The means and methods of construction are integral to the design of underpinning and SOE, therefore, it is frequently designed by the foundation sub-contractor's engineer.
 - When required by the Department of Buildings to attain project approval (i.e. it must be included in the design phase prior to a foundation sub-contractor being retained), the design and documentation of underpinning or SOE will be provided by the geotechnical engineer.
- Any re-design or value-engineering required to bring the project within budget will occur before the commencement of the Construction Documents (CD) phase of design (i.e. during Design Development).
- Significant design changes occurring after the start of CDs shall be an additional service for which Beane Engineering shall be reasonably compensated.

EXCLUSIONS

The following exclusions apply to Beane Engineering's scope of services:

- Code consulting
- Special inspections
- Laboratory testing
- Cost estimating
- Geotechnical engineering and borings
- Expediting services

- Labor for making or patching probes
- Value-engineering work based on market forces beyond our control
- Design of all means-and-methods of construction, including temporary structures such as sheeting, shoring, bracing, support of excavation and underpinning
- Construction costs or schedule impacts caused by redesigns, due to unforeseen conditions
- Field investigation and redesign due to contractor error



TERMS AND CONDITIONS

The firm offering services is Beane Engineering LLC, referred to herein as Beane Engineering.

Standard Hourly Rates

Principal \$275.00	
Engineer \$140.00	Senior Engineer: \$195.00
Drafter \$120.00	Senior Drafter: \$140.00

1. Engineer's Responsibilities

- 1.1 Engineer shall coordinate its services with the overall Project design. However, Engineer is not responsible for the overall coordination of the Project, which is the responsibility of the Project Architect.

2. Billings/Payments

- 2.1 Billings will be rendered on a monthly basis based on actual percentage of services completed. Invoices are due no later than thirty (30) days after receipt of invoice. If Client does not pay, on a timely basis, fees, costs and expenses due to Beane Engineering, Client shall be liable for finance charges at the rate of one- and one-half percent (1 1/2%) per month or portion thereof on the unpaid balance thereof, as well as all costs of collection, including Beane Engineering's reasonable attorneys' fees.

3. Indemnity

- 3.1 To the fullest extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless against all claims, actions, liabilities, losses, judgments, damages and costs, including reasonable attorneys' fees to which the Indemnified Party may suffer, which were caused in whole or in part by any negligent act, error or omission of the Indemnifying Party, or anyone retained or employed by the Indemnifying Party or acting on behalf of the Indemnifying Party in connection with the Project.

4. Termination or Suspension

- 4.1 Either party may terminate this agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms set forth herein through no fault of the party initiating the termination. Upon termination, Client shall pay Engineer for all services performed and Reimbursable Expenses incurred through the date of termination.
- 4.2 If Client fails to make payments to Engineer in accordance with the terms set forth herein, such failure shall be considered substantial nonperformance and cause for termination or, at Engineer's option, cause for suspension of performance of services under this Agreement. If Engineer elects to suspend services, prior to suspension of services, Engineer shall give seven (7) days' written notice to Client. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused because of such suspension of services.

5. Ownership of Documents

- 5.1 All documents produced by Engineer under this agreement shall remain the property of Engineer and may not be used by the client for any other endeavor without the written consent of Engineer. Upon request, Engineer shall grant Client free and unlimited use of copies of the documents in association with the Project. If the Engineer is terminated, whether by cause or convenience, the Client releases Beane Engineering from all claims and causes of action due to the continued use of the documents.

6. Miscellaneous Terms

- 6.1 Engineer and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
- 6.2 The Agreement shall be governed by, enforced and interpreted under the laws of the State of Wisconsin, without reference to its conflicts of law provisions. The parties hereby consent to the venue of any mediation or litigation arising out of or in connection with this Agreement in the State of Wisconsin.
- 6.3 The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation as a condition precedent to commencing litigation. Unless the parties mutually agree otherwise, such mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this agreement.
- 6.4 Engineer shall have the right to reference its services as structural engineer for the Project among its promotional and professional materials.
- 6.5 Engineer shall maintain professional liability insurance in an amount no less than \$1,000,000.00 for the duration of the Project.
- 6.6 In recognition of the parties' respective risks and rewards in connection with the Project, to the fullest extent permitted by law, Engineer's total liability in connection with all services provided pursuant to this Agreement, including, without limitation any indemnification obligations, or otherwise in connection with the Project and this Agreement shall be limited to the lesser of (i) the compensation actually paid under this agreement or (ii) the amount of available insurance up to One Million Dollars (\$1,000,000.00).



COMMON COUNCIL MEETING AGENDA MEMORANDUM

Meeting Date: March 17, 2025

Agenda Item: Discussion and possible decision regarding sidewalks on 2025 Westward Drive Reconstruction Project

Prepared by: Matthew Lindstrom (Director of Public Works)

Summary:

Director Lindstrom and Kapur held a resident Public Information (PI) meeting regarding the Westward Drive Reconstruction project on March 4, 2025 in the Committee Room at the City Administration Building. Residents along Westward Drive and some along adjacent streets were invited to attend and or provide feedback on a Public Comment Form regarding the project.

Prior to the meeting, the City received a Public Comment Form from Richard and Amanda Bedard who reside at 232 Westward Drive regarding concerns about the inclusion of sidewalks along Westward Drive (attached).

Richard and Amanda were both in attendance at the PI meeting and also expressed similar concerns as noted on the Public Comment Form. I explained that the City's typical urban roadway standard incorporates sidewalks on both sides of the roadway for all urban streets. We also discussed design parameters considered for incorporating sidewalks into the project as follows:

The alignment of sidewalk was placed in consideration of avoiding conflicts with trees & landscape, having adequate snow storage in the terrace, and providing as much driveway depth as allowable. A sidewalk width of 5-foot is currently incorporated in most areas along Westward Drive to adhere to the most desirable ADA standards. Refer to attached exhibit.

Generally speaking, all other residents that were in attendance at the PI meeting did not object to adding sidewalks.

After the PI meeting Amanda followed up with an e-mail asking for further consideration to not incorporate sidewalks into the Westward Drive Reconstruction project (attached). After discussing with City Administrator Adam Swann I contacted Amanda and mentioned this item would be placed on the agenda for the next Common Council meeting.

We look forward to your questions and comments about the **2025 Westward Drive Reconstruction Project**. Your support and cooperation during the completion of this project is greatly appreciated.

Please see attached form and feel free to provide us feedback!

PUBLIC COMMENT FORM

What: Public Information Meeting for the 2025 Westward Drive Reconstruction Project

When: Tuesday, March 4, 2025 (4:00PM-6:00PM)

Where: Elkhorn City Administration Offices – 311 Seymour Ct, Elkhorn, WI 53121

If you wish, please use the space below to provide us with additional information or suggestions you may have for this project. You may also use this space to indicate concerns you have about the effects of proposed improvements. Your comments will be considered in selecting the design criteria.

You may **either drop the form off at the City Administration Offices, e-mail the form or mail it via standard US mail**. Please return no later than Monday, March 10, 2025, using the contact information at the bottom of this sheet.

Date 2-21-2025

Name:

Richard and Amanda Bedard

E-mail Address:

[REDACTED]

Address: 232 Westward Dr., Elkhorn

Comments: We have a huge concern about the installation of side walks

on Westward Dr. My husband runs a construction business and he
pulls his truck and trailer in the driveway daily which goes from
the top of the existing driveway now to the very bottom
(fits perfect). Putting side walks in would make it impossible to
pull in driveway with the truck and the trailer. We also have two
other vehicles that would also need to be parked in the driveway.
Parking on road with truck and trailer wouldn't be a permanent option
due to restrictions with weather and we like to keep our vehicles in
driveway for safety purposes also. If side walks were installed
the trailer would have to be unhooked and trailer would be open
with no vehicle in front of it when we are not home or leave on
vacation and/or we are gone for an extended period of time. People
cannot be trusted so we always like to make sure a vehicle is

Matthew Lindstrom

City of Elkhorn

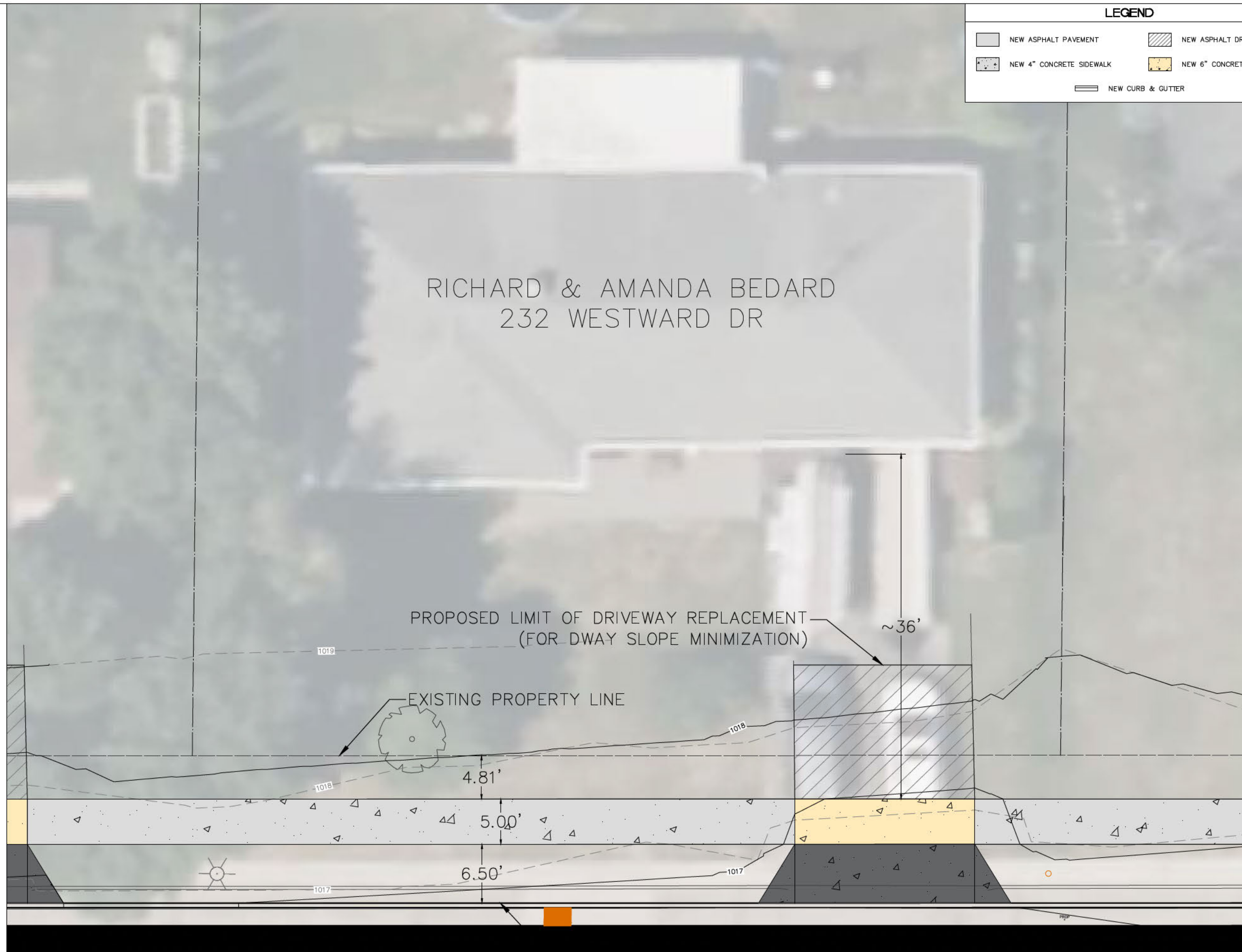
Director of Public Works

262.723.2223

mlindstrom@cityofelkhorn.org

PO Box 920 | Elkhorn, WI 53121

40 years except for some years that I moved
out and started my family. We have now moved back here to my
childhood home with my husband and kids. We now have purchased
the house from my mom! We love it here and would love to
continue raising our family here! and running our construction
company! Please if at all possible remove the side walks out of the
plans so we can continue using our existing driveway as is for our
truck and trailer and our other vehicles! Please Consider!
Thanks! Amanda
Richard



LEGEND

 NEW ASPHALT PAVEMENT  NEW 4" CONCRETE SIDEWALK	 NEW ASPHALT DRIVEWAY  NEW 6" CONCRETE SIDEWALK  NEW CURB & GUTTER
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kapur

1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2025 ELKHORN
STREET PROJECT

LOCATION:

CITY OF ELKHORN,
WALWORTH
COUNTY,
WISCONSIN

CLIENT:



ELKHORN™
WISCONSIN

RELEASE:

232 WESTWARD
DRIVE EXHIBIT

REVISIONS:

#	DATE	DESCRIPTION
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
#	#	#

NORTH ARROW:



SCALE: 1" = 5'



SEAL:

all in

SHEET:

232 WESTWARD
DRIVE EXHIBIT

PROJECT MANAGER:	MGT
PROJECT NUMBER:	25.0040
DATE:	3/13/2025

SHEET NUMBER:

EX

Matthew Lindstrom

From: Mandy Bedard [REDACTED]
Sent: Thursday, March 6, 2025 8:29 AM
To: Matthew Lindstrom
Subject: 232 Westward Dr.-Construction

Follow Up Flag: Follow up
Flag Status: Flagged

Matt-

I am definitely losing sleep over the thought of the sidewalks that you guys want to put in on Westward Dr. It feels like we are being forced to leave our home. All we want to do is to continue to live our lives with a truck and trailer which is needed for my husband's business, have a driveway his nova can easily get in and out of like it does now, and parking for my mom in the driveway when needed. There is no way possible for us to make it work if the sidewalks are put in, trust me we have been out there numerous times brainstorming on ways. This is my childhood home and would love to continue raising our family here. At times I have been in tears over this situation. You were willing to work with trees, mailboxes and the little petty things what about us, we just want to continue to live and function like we do now. We are good people just trying to stay in a home we love and continue to park the way we do now. Lots of roads only have sidewalks on one side what about just doing the one side (the other side of road) which would eliminate our stress and worries and you would also have a sidewalk on the road. Please consider taking are extreme worries away from us! There has to be away for you all to understand our side of this and be willing to work with us on this situation? Please consider taking the sidewalks out of the plans for our side of the road. If you could take the time and reach out to us so we can discuss this further with my husband and I that would be great [REDACTED]. Would love to meet up and discuss further.

Thanks, Mandy

**CITY OF ELKHORN
COMMON COUNCIL
AGENDA MEMORANDUM**

Meeting Date: March 17, 2025

Agenda Item: Create Ordinance 9.07 “Regulation of Animals Within City Limits”

Report Prepared By: Captain Alvin Brandl

Summary: In response to an incident in the City in which a dog brutally attacked another dog and its owner off the dog’s property, the City explored options to declare certain animals as “vicious” to place greater restrictions on such animals to protect the community.

The current ordinance is outdated and did not give sufficient options in dealing with the matter. The creation of this new ordinance, which was drafted in cooperation with the City Attorney’s Office, will help with identifying problem animals, and give the City better options in preventing future animal bites. It also creates local controls and penalties for those who do not follow the quarantine orders or other requirements set in place in this ordinance.

Fiscal Considerations: N/A

Operational Considerations: N/A

Recommended Action: Adopt the newly created Ordinance 9.07.

**CITY OF ELKHORN
ORDINANCE NO. 2025-07**

**AN ORDINANCE AMENDING THE CITY’S REGULATION OF ANIMALS
WITHIN CITY LIMITS BY REPEALING
CITY CODE SECTIONS 9.07, 9.15, 11.14, AND 12.04(6) – (11)
AND REPLACING THEM WITH NEW CITY CODE SECTION 9.07
TITLED “REGULATION OF ANIMALS WITHIN CITY LIMITS”**

WHEREAS, the City of Elkhorn has previously adopted a Code of Ordinances; and

WHEREAS the operations and organizational structure of the City of Elkhorn have changed since the adoption of the adopted the original Elkhorn Municipal Code (hereinafter “Code”); and

WHEREAS it is necessary and appropriate that the Code be constantly revised to accurately reflect the operational and organizational goals of the City and meet evolving public health and safety standards, including those related to this proposed ordinance.

The Common Council of the City of Elkhorn do hereby ordain as follows:

Section 1: That Sections 9.07, 9.15, 11.14, and 12.04(6) – (11) of the Elkhorn Municipal Code are hereby repealed in their entirety.

Section 2: That Section 9.07 entitled “Regulation of Animals within City Limits” is hereby created to read as follows:

“9.07 Regulation of Animals within City Limits

9.07(1) Applicability and Animals to be Regulated Defined. This section shall apply to all pets or animals that are permanently housed in the City, temporarily living in the City, brought to the City, or animals found within the City for any reason. The term “animal” includes, but is not limited to, domesticated animals, livestock, pets, or other animals, regardless of species, and including reptiles or insects. These animals may be owned by any person or persons living in the City, in the possession of any individual or group within City limits, under the supervision of any individual or group within the City, as well as animals whose owners cannot be determined.

9.07(2) Definitions.

(A) For the purposes of this section, the following definitions shall apply:

1. *Dangerous Animal:* Any animal, except a dog that is used by a law enforcement agency while the dog is performing law enforcement functions, meeting any of the following criteria:
 - i. When unprovoked, the animal causes injury to a person or domesticated animal;

- ii. When unprovoked and off the Owner's property, the animal chases a person or domestic animal;
- iii. When unprovoked and off the Owner's property, the animal attempts to bite, scratch, or injure a person or domestic animal;
- iv. The animal acts in a manner that would cause a reasonable Owner to know that the animal is a threat to the safety, health, or welfare of the community; or,

The animal has been declared by another city, village, town, or county to be subject to special conditions under a standard similar to this definition.

2. *Household*. Includes all members of a family or persons living in the same living unit. There shall be exempted from this limitation any persons or households in agriculturally zoned lands within the City limits.

3. *Impoundment*. The confinement of an animal in a City approved supervised facility such as a veterinarian's kennel, commercially operated kennel, or any area Humane Society or animal shelter.

4. *Owner*. Any adult person who may own, possess, harbor, keep or maintain a "Dangerous Animal" including bailees.

5. *Victim*. Any individual who, acting reasonably and without provoking an altercation, is bitten, injured, endangered, or has their property damaged or attacked by an animal subject to this section. A victim shall include a parent, guardian or surviving heir, as well as the Owner of an animal who while not being the aggressor, is bitten, injured, endangered, or attacked by an animal subject to this section.

9.07(3) Animals Running at Large. No person or persons shall allow an animal over which the individual or group has responsibility as an Owner or bailee to run at large in the City. As used in this section, "running at large" includes all situations in which an animal is not on the Owner's premises and/or is not tied up, securely penned, crated, or securely held upon a leash.

(A) Seizure, Restraint, Impoundment and Disposal. Any animal found to be running at large or any untagged dogs may be seized, restrained, impounded and disposed of as provided in this section, by any police officer, community service officer, or county humane officer. Any such animal may be seized, restrained, and held by any person for such police officers, community service officers, or county humane officer. Any person not a police officer, community service officer, or county humane officer seizing and restraining such animal shall notify a police officer or community service officer within eight hours of such seizure or restraint, and such police officer or community service officer shall arrange for the prompt impounding of such animal.

(B) Notification Procedures. A pound, organization or officer who is notified or to whom the animal is delivered shall attempt to notify the Owner personally, by phone, or by mail as soon as possible if the Owner is known or can be ascertained with reasonable effort. The officer or pound who is notified and to whom the animal is delivered shall

keep a record of each animal, giving a description of the animal, the dates of its impoundment, if any, and the disposition of the animal. If the animal is kept by or released to a person, the record shall include the name, address, and date of delivery of the animal. This is a public record.

(C) Conditions of Release. The officer, pound, or organization to whom an animal is delivered may release the animal to its Owner or representative of the Owner if:

1. The Owner or representative gives their name and address; and
2. The Owner or representative presents evidence that the animal is duly licensed in the city or in the municipality of residence of the Owner, and presents evidence that the animal is vaccinated against rabies or a receipt from a licensed veterinarian for prepayment of a rabies inoculation; and
3. The Owner or representative pays a \$25.00 pickup fee to the City and also pays any impoundment fees required by the organization or pound where the animal is kept.

9.07(4) Tied Animals. No person shall tie, stake, or fasten an animal upon any public street, alley, sidewalk, or other public place within the City, in such a manner that the animal can reach into or upon any portion of any street, alley, sidewalk, or other public place. This includes, but is not limited to, any situation where the animal can interfere with any individual's passage upon public property.

9.07(5) Parental liability. The parent or guardian of any minor claiming ownership of any animal shall nevertheless be deemed to be the Owner of such animal and shall be liable for all penalties, fees, and costs imposed regardless of the minor's negligence, action, or inaction.

9.07(6) Rabies Control.

(A) Rabies Vaccination Required. Every dog, cat or ferret owned or kept in the City shall be vaccinated against rabies by a veterinarian at no later than 5 months of age and revaccinated within one year after the initial vaccination. If the Owner obtains the dog, cat or ferret or brings it into the City after the animal reaches 5 months of age, the Owner shall have the animal vaccinated against rabies within 30 days after the animal has been obtained or brought into the City, unless the animal has been vaccinated, as evidenced by a current certificate of rabies vaccination. Regardless of the age at initial vaccination, a second vaccination should be given one year later. Every dog, cat or ferret shall be revaccinated according to the recommendation of the vaccine used by the veterinarian administering such vaccinations or before the date that the immunization expires, as stated on the certificate of vaccination.

(B) Issuance of Certificate of Rabies Vaccination. A veterinarian who vaccinates an animal against rabies shall complete and issue to the Owner a certificate of rabies vaccination, bearing a serial number and on an approved form, in compliance with state requirements, providing the following information: the Owner's name and address; the name and sex of the animal; status of whether the animal is spayed or unspayed, neutered or unneutered;

the breed and color of the dog, cat or ferret; the date of the vaccination; type of rabies vaccination administered; the manufacturer's serial number; the date that the immunization expires, as specified for that type of vaccine by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services; and the City where the animal is required to be licensed. The veterinarian shall keep a copy of each certificate of rabies vaccination on file until the date that the immunization expires or until the animal is revaccinated, whichever comes first.

(C) Rabies Vaccination Tag. After issuing the certificate of rabies vaccination, the veterinarian shall deliver to the Owner a rabies vaccination tag bearing the same serial number of the certificate, the year the vaccination was given, and the name, address and telephone number of the veterinarian. The Owner shall attach the rabies vaccination tag to a collar which shall be kept on the animal at all times.

(D) Suspected Rabies. Any person who suspects that any animal, domestic or wild, is infected with rabies shall report immediately his/her suspicion to the Health Officer, describing the animal and giving the name of Owner, if known. No person shall knowingly harbor or keep any animal infected with rabies or any animal known to have been bitten by an animal infected with rabies, or shall fail to report to the Health Officer the existence of any animal that he/she knows to be infected with rabies.

(E) Animals that Bite Persons or Other Domesticated Animals. Every Owner, keeper or observer of an animal, and every other person who knows that an animal, domestic or wild, has bitten any person or other domesticated animal, shall immediately report such fact to a police officer or the Health Officer.

(F) Isolation, Quarantine, or Sacrifice of Animal Suspected of Biting a Person or being Infected or Exposed to Rabies.

1. Order for Quarantine. An officer or City official shall order an animal quarantined if the officer or official has reasonable cause to believe the animal has bitten a person, is infected with rabies or has been in contact with another animal reasonably suspected of having been infected with rabies.

2. Capture or Sacrifice of Pets or Animals. If a quarantine cannot be imposed because the animal cannot reasonably be captured after considering the safety of City personnel or others, the officer shall be permitted to destroy the animal as expeditiously as possible. The animal may be put down only as a last resort or with the Owner's consent. The officer shall destroy the animal in a humane manner while avoiding damage to the animal's head so post mortem examination is possible.

3. Quarantine Location. An officer or City official shall order the owner of a pet to deliver it to an isolation facility immediately and in no event beyond 24 hours after the order is issued. The officer or City official may order the pet quarantined on the Owner's premises only if the animal's Owner assures, to the officer or official's satisfaction, the following: (a) the Owner is able to keep the animal in an escape-proof enclosure; (b) the animal will be walked on a leash by a responsible adult at

all times; and (c) the animal's Owner has proof of vaccination in the form of a valid certificate of rabies vaccination. If quarantine cannot be adequately maintained on the Owner's premises, or the animal is not vaccinated against rabies, the quarantine must take place at an isolation facility.

4. Quarantine Procedures. If an animal is ordered to be quarantined, the custodian of an isolation facility or the animal's Owner shall keep the animal in strict isolation under the supervision of a veterinarian for at least 10 days after the incident occurred. "Supervision of a veterinarian" includes, at minimum, examination of the animal on the first day of isolation, on the last day of isolation and on one intervening day. The Owner must notify the Health Department or veterinarian immediately if the animal displays signs of illness or a change in behavior. The quarantine may be released if the veterinarian certifies that the animal has exhibited no signs of rabies during the 10-day quarantine period unless the veterinarian certifies there is reason to extend the period of observation. The Owner of the animal is responsible for all expenses incurred in connection with the quarantine.

5. Sacrifice of an Animal Exhibiting Symptoms of Rabies. If a veterinarian determines an animal under quarantine exhibits symptom of rabies, the veterinarian shall notify the Owner and the officer or City official who ordered the animal quarantined. The officer or veterinarian shall then humanely destroy the animal, avoiding damage to the animal's head. When an officer or veterinarian destroys an animal under this section, the veterinarian or officer shall immediately notify the Walworth County Health Department of that fact. The Walworth County Health Department or the veterinarian shall take custody of the carcass and shall submit the head to the State Laboratory of Hygiene for a rabies examination. Once an animal is placed in the protocol described in this subsection, the Officer shall notify the bite victim or victim's physician of this fact.

6. Destruction of Animal Necessitated by Owner's Noncompliance. If the Owner of an animal fails to strictly comply with lawful orders issued under section 9.07(6) of this Code, an officer may order the animal destroyed or the Officer may kill the animal personally, but only after the Walworth County Health Department and the City obtain a court order pursuant to Wis. Stats. § 174.02(3) or the Owner's consent.

7. Penalty. Any Owner who violates paragraph (3) or (4) of this subsection shall be subject to a fine in a manner prescribed in 25.04.

9.07(7) Dangerous Animals Regulated.

(A) Dangerous Animals Are a Public Nuisance. Regulation of dangerous animals is a matter of public interest pertaining to the health, safety, and welfare of residents and visitors to the City of Elkhorn. Owning, keeping or harboring of Dangerous Animals is a public nuisance.

(B) Exceptions to Dangerous Animal Declarations.

1. Notwithstanding the definition of "Dangerous Animal," above, no animal may be declared a dangerous animal if it causes injury or damage to:

- i. A person engaged in a criminal trespass upon private or public property; a person injured while intentionally tormenting, abusing, or assaulting the animal; a person injured in the process of committing or attempting to commit a crime or ordinance violation which ordinance's purpose is to protect persons or property.
- ii. A pet or animal where the contact between the animals was initiated or provoked by the animal that was killed, injured or damaged.
- iii. A person or private property while in the process of protecting or defending a human being from an attack or assault by the injured person.
- iv. A person while being utilized by City, state, or federal law enforcement agents for law enforcement purposes while acting consistent with the legal directions of a law enforcement officer.

(C) Impoundment of Biting or Attacking Animal.

1. The City police shall have the power to summarily and immediately impound an animal whenever the Police Department has reasonable grounds to believe, pursuant to subsection D, to believe that the animal is a Dangerous Animal as defined herein. The animal may remain impounded during the entire due process determination of whether the animal is a Dangerous Animal. If the animal is determined to be dangerous, it shall remain impounded until the Owner has complied with all restrictions outlined in subsection G below or until such time as the City police determine the animal may be safely returned to the Owner. Any law enforcement officer, community service officer, or animal control officer may enter and inspect private property to enforce the provisions of this section with reasonable notice. Any costs and expenses reasonably related to the impounding and keeping of said animal are the sole responsibility of the Owner of the animal unless the City police ultimately determine that the animal is not a Dangerous Animal as defined herein or the City police's determination the animal is a Dangerous Animal is ultimately overturned by the City Municipal Court or a later reviewing court.
2. In lieu of impoundment, while a Dangerous Animal determination is pending, the City police may permit the animal to be confined at the Owner's residence, provided the Owner complies with all conditions set forth by subsection G and the Owner produces proof to the Officer's satisfaction that the animal is currently immunized against rabies.
3. The Owner or custodian of an animal confined under Subdivision 2 above shall immediately notify the City police if said animal:
 - (i) is loose;
 - (ii) is unconfined;
 - (iii) has attacked, endangered, bitten or injured another animal;

- (iv) has attacked, endangered, bitten or injured an individual; or
- (v) has died.

The animal shall not be sold or given away during the period of confinement.

(D) Dangerous Animal Determination Process. The Police Department shall investigate if there are reasonable grounds to believe an animal is a dangerous animal as defined in this municipal code. Reasonable grounds to believe an animal is dangerous are that the animal has acted consistent with the definitions as listed above.

(E) Dangerous Animal, Declared. The City police shall consider all available and appropriate evidence, including but not limited to, meeting with the animal's Owner and any alleged victim(s). Having done so the police may declare the animal to be a dangerous animal and issue an order requiring the removal or destruction of the animal by the Owner or imposing reasonable restrictions on the Owner required to maintain custody of the animal. In addition to issuing a dangerous animal declaration and any accompanying citations as may be warranted, the City may concurrently seek a court order for the destruction of the animal under Wis. Stat. § 174.02(3). Notice to the Owner and Victim of an investigation may be achieved by:

1. First Class Mail;
2. Email;
3. Personal delivery;
4. Posting a notice at the Owner/Victim's last known address; or
5. Any other method requested by the Owner/Victim and agreed upon by the Police Department.

(F) Dangerous Animal—Disposition.

1. It shall be unlawful for any person to own, possess, harbor, or keep any animal declared by City police to be dangerous, unless the Owner and animal adhere to the terms of this ordinance.
2. Any animal declared by City police to be dangerous, shall be impounded or be restricted as set forth below upon the order of the City police and it is the duty of the City police to take up and impound any such animal if not voluntarily turned over or out of compliance with restrictions set by the City police.
3. Any animal declared by the City police to be a Dangerous Animal shall be removed from the City, humanely destroyed with the consent of the Owner or pursuant to a court order under Wis. Stat. § 174.02(3), or placed under restrictions as set forth in subsection G.

(G) Dangerous Animal Restrictions. Any Owner of an animal that has been declared dangerous pursuant to this section and placed under restrictions must comply with restrictions determined by the City police and prove compliance to the City police upon demand. Restrictions may include but are not limited to:

1. The Owner of the animal providing written proof from a licensed veterinarian that the animal has been spayed or neutered.
2. The Owner providing written proof from a licensed veterinarian that a microchip has been placed in the animal so that the animal can be identified easily in the future. The microchip must contain the following information:
 - i. The name of the animal,
 - ii. The name of the Owner, and
 - iii. The following language "Dangerous Animal, contact Elkhorn Police Department (262) 723-2210."
3. The Owner providing written proof from a licensed veterinarian that the animal is current with rabies vaccinations.
4. The animal being registered with the City as a Dangerous Animal within 14 days of the determination that the animal is dangerous. The City shall charge the Owner an annual Dangerous Animal registration fee of \$500.00 in addition to regular animal licensing fees.
5. The animal being segregated and kept completely away from the public including all non-household members visiting the Owner's premises.
6. The Owner providing documentation of liability insurance that, to the satisfaction of the city attorney, provides coverage for personal injuries or damage done by the Dangerous Animal.
7. The Owner shall post signs no smaller than 12 inches by 12 inches, made of metal or plastic, bearing the wording "Warning Dangerous Animal/Dog". These signs shall be posted at each entrance to the building in which the Dangerous Animal is kept and at each entrance through a fence and at such location as to be viewable from the public sidewalk to ensure adequate warning and visibility to anyone approaching said building and fence.
8. The Dangerous Animal, while off the property where kept, shall be muzzled, and always leashed. The muzzle must be constructed and placed on the animal in a manner that will not cause injury to the animal but that will prevent it from biting any person or animal. The leash shall be attached to a secure collar that is of sufficient strength to restrain the animal. The leash shall be no longer than four (4) feet in length total and must be secured by and under the direct control and supervision of a competent adult.
9. When outside but still on the property of the Owner or caretaker, the Dangerous Animal must be supervised by a competent adult and physically always restrained to prevent the animal from leaving the property. The animal may be kept in a secure kennel or pen, hereinafter referred to as "structure," while not under the direct supervision of an adult. But it is required that any such structure be built under all of the following guidelines:

- i. The structure shall be constructed of strong metal fencing on all four sides to prevent the animal from escaping.
 - ii. The structure shall be secured with locked gate(s) and have a secure top attached.
 - iii. The structure shall have a secure bottom or floor securely attached to the sides of the structure, or the sides of the structure shall be embedded in the ground no less than two (2) feet.
 - iv. The structure shall be designed so that the snout of the dog cannot protrude beyond the enclosure.
 - v. The structure shall be kept always locked with a key or combination lock.
 - vi. The structure shall provide adequate light, ventilation, and shelter from the environment for the animal.
 - vii. The structure shall be maintained in a clean and sanitary condition.
 - viii. The structure must comply with all other building and zoning ordinances.
10. The Owner shall allow the Police Department to take three (3) photographs depicting the animal as outlined below:
- i. One (1) photograph showing a close view of the animal's entire face, so that the animal is recognizable,
 - ii. One (1) photograph showing the animal's entire left side of its body, including its legs and tail, and,
 - iii. One (1) photograph showing the animal's entire right side of its body, including its legs and tail.
11. A Dangerous Animal cannot be sold or given away to anyone who resides within the City limits.
12. To ensure compliance with this section, the Owner or caretaker of a Dangerous Animal shall allow the Police Department on an annual basis and at any other reasonable time, the opportunity to inspect the property where the Dangerous Animal is kept.
13. Prior to moving to a new residence, the Owner shall notify the Police Department of the move. The Owner must allow the Police Department to inspect the new residence if it is within the city. The Police Department may change or add restrictions based on the new residence.
14. Any other restriction determined necessary by the Police Department to ensure the public's safety.
15. The Dangerous Animal may not enter or remain in a park.

16. Discretionary conditions for Dangerous Animals. The person issuing the order may impose the following discretionary requirements on the Dangerous Animal order, so long as the requirement reasonably promotes the safety, health, welfare, or peace of the community under the circumstances of the incident:

- i. The animal is prohibited from any building where a juvenile lives.
- ii. The animal must be spayed or neutered within a specified number of days.
- iii. The animal must complete a training class specified in the order.
- iv. The animal must be quarantined.
- v. The animal must at all times remain within a location specified in the order.

(H) Subsequent Determination and Penalty.

1. Any failure by the Owner to comply with any terms, conditions or restrictions imposed by the Police Department may subject the Owner to further sanctions including, but limited to, additional terms, conditions or restrictions or a decision to have the animal humanely destroyed.
2. The failure of any person to comply with any term, condition or restriction imposed by the City police is a violation of this section.

(I) Review of Determination. The Owner or any Victim aggrieved by a Police Department determination under this ordinance may appeal such determination to the Elkhorn Municipal Court by filing a notice of appeal to the Court stating the grounds therefor with a copy to the Elkhorn Police Department. The notice of appeal shall be served to each of the above within seven business (7) days of the declaration or determination. While the decision is pending, the animal is required to comply with the requirements in this section. The Court shall schedule a hearing on whether to affirm, conditionally affirm, or reject the Police Department determination, which shall include a determination of whether to destroy an animal determined to be a Dangerous Animal, within thirty (30) days, but not sooner than five (5) days. The City shall make reasonable efforts to notify the Owner, Victim, departmental witnesses, and other interested parties of such hearing and the opportunity to present evidence and testimony to the Court. After holding the hearing, the Municipal Court Judge shall issue its decision in writing and provide a copy to the Owner(s), Victim(s) and the City police.

(J) Appeals to Circuit Court.

1. Any person aggrieved by a determination of the Elkhorn Municipal Court under this Code section may seek judicial review pursuant to Wis. Stat. § 68.13.
2. Except in exigent circumstances, prior to killing a Dangerous Animal, the City police and/or the City shall obtain either a court order pursuant to Wis. Stats. § 174.02(3) or the consent of the Owner.

(K) Prosecution. It is the intent of this section that any investigation or determination under this section shall not prohibit the City from prosecuting the same Owner for other animal control violations relating to the same animal or other animal. The failure or neglect of any person to comply with any lawful order of the City police issued pursuant to this section is a violation of this section.

(L) Forfeiture. Any person violating any of the provisions of this section shall be subject to a forfeiture of not less than one hundred fifty dollars (\$150.00) nor more than one thousand dollars (\$1,000.00). Every day such violation continues shall be considered a separate offense.

(M) Record Keeping. The Police Department shall provide the City Clerk with a copy of any order(s) or determination regarding a Dangerous Animal. If the Owner agrees to keep the Dangerous Animal subject to any restrictions imposed pursuant to subsection G herein the City Clerk shall maintain a copy of the order and restrictions in the license file for the animal.

(N) Severability. In the event that any section of this ordinance shall be declared or adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the other sections of the ordinance which shall remain in full force and effect as if the removed section(s) were not originally a part thereof.

9.07(8) Removal of Fecal Matter.

(A) The Owner or person in charge of any animal shall not permit solid fecal matter of said animal to be deposited on any street, alley or other public or private property unless such matter is immediately removed therefrom by said Owner or person in charge.

(B) No person shall walk an animal beyond the limits of his or her property without carrying, or having in his or her possession, an item designed to pick up and remove fecal matter.

(C) It is further unlawful for any person to dispose of fecal matter in public storm sewers or on public or private property other than his or her own property.

(D) Owners of any pet or animal whether legally or illegally in any park are responsible for the immediate removal and proper disposal of fecal matter deposited by the animal.

9.07(9) Barking and Howling Dogs.

(A) Any person owning, possessing or harboring a dog shall prevent such dog from barking or howling in the City. This shall include barking and howling sufficiently often so as to be unreasonably disturbing to other persons in the neighborhood.

9.07(10) Prohibited Animals.

(A) No person shall harbor, raise, or possess within the City of Elkhorn, either temporarily or permanently, any of the following:

1. Livestock, meaning fowl, cows, cattle, horses, sheep, swine, goats, chickens, rabbits, ducks, turkeys, geese, pigeons or any other domesticated livestock. No

rodents commonly considered domesticated shall be kept within any portion of any multiple dwelling units.

2. Wild animals such as a live monkey (nonhuman primate), bat, raccoon, skunk, fox, poisonous snake or reptile, poisonous insects or arachnids, cheetah, cougar, jaguar, leopard, lion, lynx, panther, tiger, wolf or wolf-dog hybrids, offspring of wild species cross-bred with domestic dogs and cats or any other warm blooded animal which can normally be found in the wild state.

3. Exotic animals, meaning those animals which, in accordance with the recommendations of the Compendium of Animal Rabies Control from the National Association of State Public Health Veterinarians, Inc., is not able to be effectively vaccinated against rabies, or any animal dead or alive, insect, which is otherwise dangerous or detrimental to health, any exotic animal or wild animals.

(B) Penalty. Any Owner who violates this subsection shall be subject to a fine in a manner prescribed in Municipal Code Section 25.04 and the Owner shall be ordered to remove the animal from the City or have it humanely euthanized within 10 days. Failure of the Owner to comply with the order may result in the seizure of the animal under Wis. Stat. §173.13 and/or a civil action seeking an order for the humane euthanasia of the animal under Wis. Stat. § 174.02(3)

9.07(11) Keeping Livestock and Poultry within City Limits.

(A) Livestock Prohibited. No person shall raise or keep on any lot within the City any livestock, poultry, horses or other animals. Dogs, cats and other household pets as regulated by this section of the Elkhorn Municipal Code may be kept provided they comply with this and any other ordinance or state law in effect within the City.

(B) Dogs, cats and other household pets shall not be raised, bred or kept for commercial or retail sale within the City. This shall not prevent the sale of offspring from a household pet. This shall not apply to areas zoned for such uses if a proper zoning permit has been obtained from the City. This section of the Elkhorn Municipal Code shall not prevent properly permitted special shows or sales which may be held from time to time within the City.”

9.07(12) Dogs and Cats to be Muzzled or Confined When Ordered by Council.

(A) Whenever the City shall be quarantined for rabies or whenever the Common Council deems that the interest of the public health requires it and makes such a finding or order, all dogs and cats shall be kept securely confined or tied or held in leash or muzzled by the Owner or keeper of any such dog or cat.

(B) When the Council makes such a finding or order and publishes notice thereof, all dogs and cats running at large after the date of the first publication of the finding or order and not securely confined, tied, held in leash or muzzled may be killed by any Police Officer.

9.07(13) Animal Limitation.

(A) No person (or Household) shall keep, own or control more than 3 dogs or cats, or a total combination of 4 animals of more than 5 months of age at any one time.

Section 3: THIS ORDINANCE shall be effective after compliance with Wisconsin statutory requirements for adoption and publication.

APPROVED AND ADOPTED this _____ day of _____ 2025.

G. Timonthy Shiroda, Mayor

ATTEST:

Rebeca Perez, City Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

**CITY OF ELKHORN
NOTICE OF PUBLIC HEARING ON
PROPOSED OFFICIAL MAP AMENDMENT**

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to Section 62.23(6)(c) of the Wisconsin Statutes, the Common Council of the City of Elkhorn, Walworth County, Wisconsin, shall hold a public hearing to hear public comment on a proposed amendment to the Official Map for the City of Elkhorn.

The Public Hearing will be conducted by the City of Elkhorn Common Council at 5:30 p.m. on Monday, March 17, 2025, in the Council Chambers, City Administration Offices, 311 Seymour Court, Elkhorn, WI. All interested persons will be heard. The Common Council may consider adoption of the proposed Official Map amendment at the conclusion of the public hearing.

The proposed Official Map amendment is available for inspection and reproduction at the City of Elkhorn Clerk's office, 311 Seymour Court, Elkhorn, WI 53121, weekdays from 8:00 a.m. to 4:30 p.m. Any inquiries regarding the proposed Official Map amendment can be forwarded to the Clerk at the same address. The phone number for the Clerk is (262) 723-2219; the e-mail for the Clerk is rperez@cityofelkhorn.org.

The proposed Official Map amendment is also available for inspection on the City's website: www.cityofelkhorn.org. Requests from persons with disabilities who need assistance to participate in the meeting or public hearing should be made to the Clerk's office with as much advance notice as possible.

Dated the 23rd day of January 2025.

Rebeca Perez
Clerk

*Publish 2x: 2/27/25 & 3/06/25
Elkhorn Independent*

CITY OF ELKHORN

ORDINANCE NO. 2025-08

**AN ORDINANCE AMENDING THE CITY’S OFFICIAL MAP AND CREATING
SECTION 8.10.14 OF THE CODE OF ORDINANCES FOR THE CITY OF ELKHORN,
WALWORTH COUNTY, WISCONSIN RELATING TO AN AMENDMENT OF THE
CITY’S OFFICIAL MAP**

WHEREAS, on February 19, 2025, the Elkhorn Common Council approved an official map for the City; and,

WHEREAS, on March 6, 2025, the Elkhorn Plan Commission recommended to the Common Council the adoption of an amended official map, which map is attached hereto, and which is labeled as “Amended Official City Map;” and,

WHEREAS, a duly-noticed public hearing was held by the Common Council of the City of Elkhorn on March 17, 2025 on the question of whether to amend the official map; and,

WHEREAS, the Common Council has determined that it is necessary for the proper physical development of the City to amend the official map for the City of Elkhorn; and

WHEREAS, the Common Council has further determined that the Code of Ordinances should be amended to document this official map amendment and future map amendments.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Common Council of the City of Elkhorn, Walworth County, Wisconsin, that the Amended Official City Map, a copy of which is attached hereto, is approved; and

IT IS HEREBY FURTHER ORDAINED that Section 8.10.14 of the Elkhorn Code of Ordinances be, and hereby is, adopted to read as follows:

Article 8.10 – Official Map

.....
“8.10.14 – Official map amendments.

- (a) The official map of the City of Elkhorn, first adopted on February 19, 2025, was amended by the Common Council on March 17, 2025. The amended official map, labeled “Amended Official City Map,” shall be kept on file and made available for public inspection in the City Clerk’s office, and shall also be posted on the City’s website.”

This Ordinance shall be in force from and after its approval and publication as provided by Statutes.

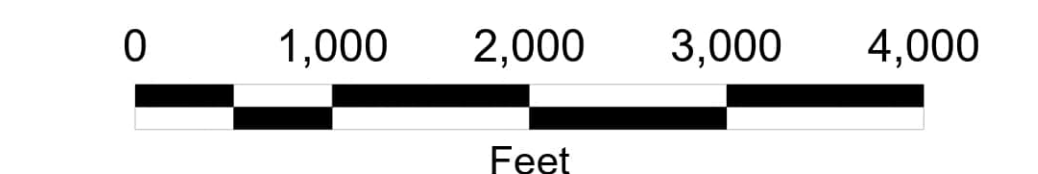
APPROVED AND ADOPTED by the Common Council of the City of Elkhorn, Walworth County, Wisconsin, this ____ day of March, 2025.

Tim Shiroda, Mayor

ATTEST:

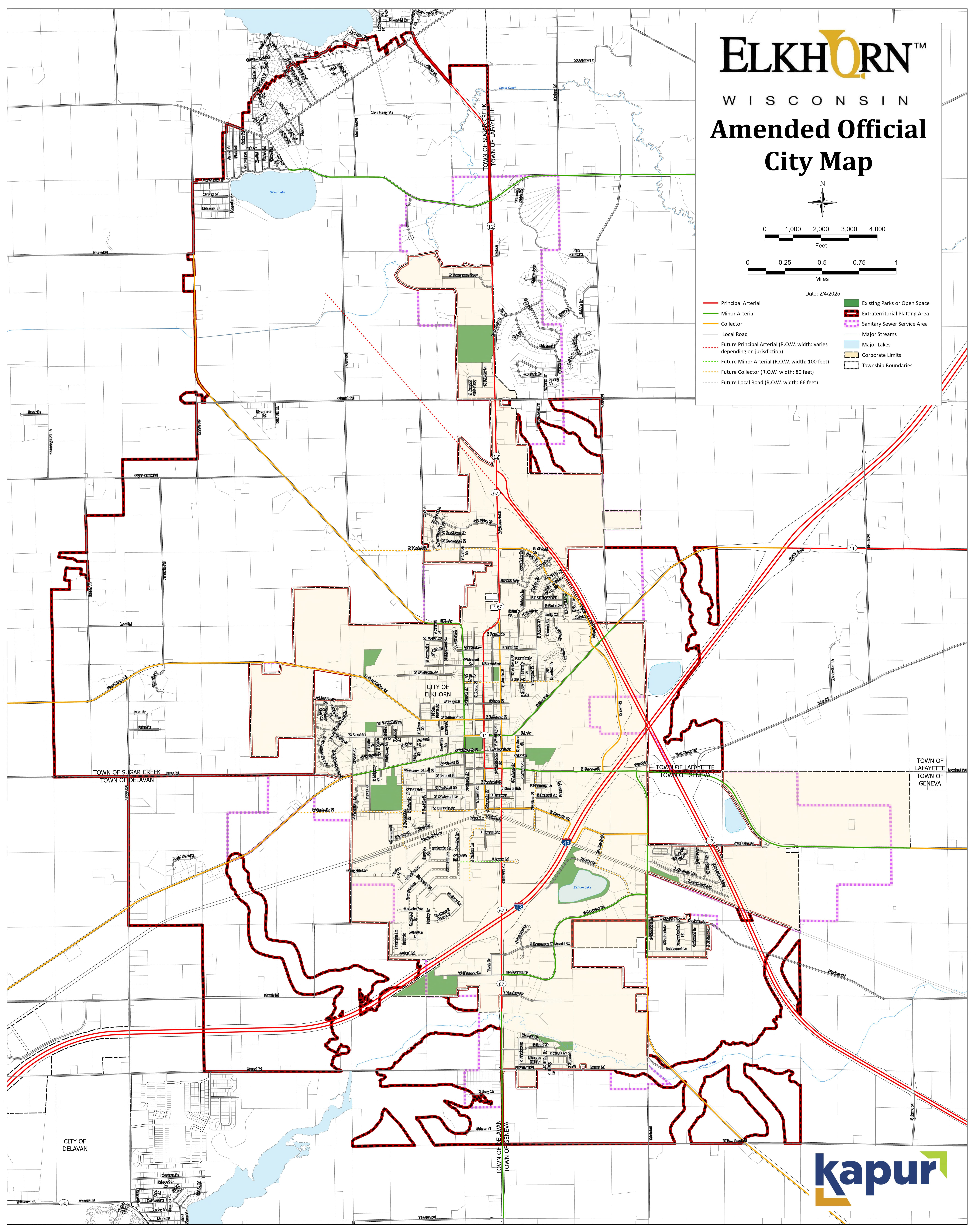
Rebeca Perez, City Clerk

Amended Official
City Map



Date: 2/4/2025

- | | |
|---|---|
| <ul style="list-style-type: none">Principal ArterialMinor ArterialCollectorLocal RoadFuture Principal Arterial (R.O.W. width: varies depending on jurisdiction)Future Minor Arterial (R.O.W. width: 100 feet)Future Collector (R.O.W. width: 80 feet)Future Local Road (R.O.W. width: 66 feet) | <ul style="list-style-type: none">Existing Parks or Open SpaceExtrateritorial Platting AreaSanitary Sewer Service AreaMajor StreamsMajor LakesCorporate LimitsTownship Boundaries |
|---|---|



CITY OF ELKHORN

ORDINANCE NO. 2025-09

**AN ORDINANCE AMENDING ELKHORN
MUNICIPAL CODE SECTION 17.8-9(5)(c)
TO PERMIT THE INTERNAL ILLUMINATION
OF PROJECTING SIGNS**

WHEREAS, on March 6, 2025, the Elkhorn Plan Commission held a public hearing on a proposed amendment to the city’s zoning code, specifically Section 17.8-9(5)(c), so as to allow for the internal illumination of projecting signs; and,

WHEREAS, the Plan Commission subsequently voted to recommend to the City Council that the proposed ordinance revision should be adopted.

NOW, THEREFORE, BE IT ORDAINED that Subsection 17.8-9(5)(c)(4) of the Elkhorn Code of Ordinances be, and hereby is, created to read as follows:

17.8-9 General provisions.

.....

(5) Illumination.

.....

(c) Internal Illumination. If the sign is internally illuminated the light source shall be visible only through a translucent surface or recessed into the sign. The following types of signs may be internally illuminated:

.....

“(4) Projecting signs.”

This Ordinance shall be in force from and after its approval and publication as provided by Statutes.

APPROVED AND ADOPTED by the Common Council of the City of Elkhorn, Walworth County, Wisconsin, this ____ day of March, 2025.

G. Tim Shiroda, Mayor

ATTEST:

Rebeca Perez, City Clerk



MEMO

TO: Mayor Tim Shiroda
Alderman Ronald Dunwiddie
Alderman Kurt Harkness
Alderman Peter Harvey
Alderman Scott McClory
Alderman Ken Meinel
Alderman Gary Payson, Jr.

FROM: Kacey Keogh, Human Resources Manager
Adam Swann, City Administrator

DATE: March 10, 2025

RE: Common Council Meeting on March 17, 2025

- **Update on Creation of Mission Statement, Vision Statement, and Core Values**

The Legislative and Regulatory Committee met on February 26, 2025 to discuss the creation of a mission statement, vision statement, and list of core values for the City. The L&R Regulatory Committee had met previously to discuss these issues on December 16, 2024, and had requested that the City employees be surveyed prior to making a recommendation to the Council.

As a result, HR Manager Kacey Keogh circulated a survey to City employees in January and presented the survey results to the L&R Committee on February 26, 2025. The L&R Committee reviewed the results and discussed some options. The L&R Committee voted to recommend a mission statement, vision statement, and list of core values for Council's consideration, which are listed further below.

Unfortunately, after the L&R Committee meeting on February 26, Ms. Keogh noticed that there was some inadvertent overlap between the mission

statement and vision statement, particularly in their endings (highlighted and underlined below).

To ensure clarity and distinction between the two, Ms. Keogh has provided a few alternative options for consideration. These alternatives maintain the original intent while offering variations in wording for more differentiation.

The selected statements and alternative mission statement options are outlined below for your consideration:

Mission Statement

- **Original (L&R Committee Selection):**
The City of Elkhorn is committed to residents, businesses, and visitors by delivering essential services with efficiency, transparency, and respect, creating a place where people can live, work, and thrive.
- **Alternative Option 1:**
The City of Elkhorn is committed to residents, businesses, and visitors by delivering essential services with efficiency, transparency, and respect, ~~creating a place where people can~~ live, work, and thrive.
- **Alternative Option 2:** The City of Elkhorn supports residents, businesses, and visitors by delivering essential services with efficiency, transparency, and respect, fostering a strong and connected community.
- **Alternative Option 3:**
The City of Elkhorn is a community partner for residents, businesses, and visitors by providing essential services and supporting a high quality of life through efficient and responsible governance.

Vision Statement

- The City of Elkhorn will be a leader in Walworth County, providing exceptional municipal services, fostering economic prosperity, and ensuring a safe and welcoming community for all who live, work, and visit here.

Core Values

- Safety, Service, Community, Integrity, Accountability

How does Council want to move forward? Does Council want to adopt the mission statement, vision statement, and core values recommended by the L&R Committee? Does Council want to make any changes?



Project Title: Lakeland WTP HMO Addition and Improvements & NE WTP Sewer and Water Main Extensions projects.
FOTH Project Number: 21E010.02
CLIENT Project Number:
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **November 8, 2021**), (hereinafter "Addendum"), is made and entered into ^{13th} day of **March, 2025** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "**Consultant**") and **City of Elkhorn**, (hereinafter "**Client**"), for the services described under the Scope of Services (the "**Services**").

CLIENT: City of Elkhorn
Address: 400 Koopman Lane P.O. Box 920, Elkhorn, WI 53121
Phone No: 262-475-9213 **Email Address:** Adam Swann (aswann@cityofelkhorn.org)

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Agreement clarification: Addendum No. 3 replaces Addendum No. 2, updating level of effort estimates and task clarifications.

Pre-Work Engineering for testing and concept plan options, administrative, and engineering construction services associated with the design and completion of the Lakeland WTP HMO Addition and Improvements & NE WTP Sewer and Water Main Extensions projects. Two (2) separate projects are included under this Agreement. Because the engineering efforts are occurring simultaneously, some tasks are shared/split between the two projects and others are specific to each project. The below summarizes the shared/split and the project specific efforts. These efforts are broken down into Phase and Task numbers, which are labeled below in parenthesis. Many Tasks are designated for allocation to the Safe Drinking Water Loan Program (SDWLP) or the Clean Water Fund Program (CWFP) for tracking purposes. The determination between SDWLP or CWFP is dependent on if the tasks are for Drinking Water or Wastewater, respectively.

Project 1: Lakeland WTP HMO Addition and Improvements

Project 2: NE WTP Sewer and Water Main Extensions

Shared Efforts:

Phase/Task Name (Tasks are indented)	SDWLP tracking # (1)(2)	CWFP tracking # (1)(2)
Project Coordination	10	10
Administration	101	101
Internal/External Communication	102	102
Pre-Coordination with Regulatory	11	11
DNR Pre-Coordination/Meetings	111	111
PSC Pre-Coordination/Meetings	112	112
Public/Other Coordination/Meetings	113	113

Notes:

- (1) Efforts are 50/50 split between the projects.
- (2) Efforts are 50/50 split between SDWLP and CWFP.

Project Specific Efforts:

Lakeland WTP HMO Addition and Improvements:

<u>Phase/Task Name (Tasks are indented)</u>	<u>SDWLP tracking #</u>	<u>CWFP tracking #</u>
Engineering Memo – Lakeland WTP Cap. Increase (pre-design work)	22	n/a
Concept Design Efforts (Task 221)	221	n/a
Design Memorandum (Task 222)	222	n/a
HMO Pilot Study (Task 223)	223	n/a
Lakeland WTP Cap. Increase & Building	50	n/a
Project Management	500, 510	n/a
Survey	501, 511	n/a
Permitting	502, 512	n/a
Design, Plans, Specifications	503, 513	n/a
Loan Applications	508, 509	n/a
Bidding	504, 514	n/a
Construction Management/Engineering	505	n/a
Funding Assistance (BABA related efforts)	517	n/a
Sub-Consultant - HVAC/Plumbing (design & construction)	851	n/a
Sub-Consultant - Electrical/Controls/SCADA (design & construction)	852	n/a
Sub-Consultant - Soil Borings (design & construction)	853	n/a
Sub-Consultant - Architecture (design & construction)	854	n/a

NE WTP Sewer and Water Main Extensions:

<u>Phase/Task Name (Tasks are indented)</u>	<u>SDWLP tracking #</u>	<u>CWFP tracking #</u>
NE WTP Lift Station Gravity Sewer Evaluation (pre-design work)	n/a	21
Survey	n/a	211
Concept Design Efforts, Exhibits, Meetings	n/a	212
NE WTP Cap. Increase & System Utilities	51	51
Project Management	520	510
Survey	521	511
Permitting/Easements	522	512
Design, Plans, Specifications	523	513
Loan Applications	518	517
Bidding	524	514
Construction Management/Engineering	515	515
Sub-Consultant - Environmental Impacts (design & construction)	n/a	851
Sub-Consultant - Soil Borings (design & construction)	n/a	852

Schedule: Services shall be performed according to the following schedule:

Both projects: Complete efforts thru Loan Application submittals by June 30, 2023 DNR deadline or later if re-submitted.

Both projects: Bid following Loan Funding being secured and best timing for City. Start construction following bid.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$.00

☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A of original Agreement. Estimated Level of Effort:

Lakeland WTP HMO Addition and Improvements (Phase 50)

Design/Engineering (thru Bidding) including new Task 517: **\$597,300**

Construction Management/Engineering (post-Bidding thru Closeout): **\$390,000**

Phase 50 – Task 505

Total Lakeland WTP Estimate: **\$987,300**

Note: Estimates above to not include costs for the HMO Pilot Study rental equipment or HMO Pilot Study lab work. Those items are paid directly by the City and will be submitted separately for reimbursement.

NE WTP Sewer and Water Main Extensions

Design/Engineering (thru Bidding): **\$310,000**

Approximate Breakdown:

Phases 10 & 11 - all Tasks shared at 50% - NE WTP related portion for reimbursement:	\$10,650
Phase 21 – Tasks 211, 212 – pre-survey, concept route alternatives for reimbursement:	\$12,420
Phase 51 – Tasks 851 – Wetland investigations and report for reimbursement:	\$14,960
Phase 51 – Tasks 852 – Investigative soil borings for reimbursement:	\$6,970
Phase 51 – Tasks 520, 510, 521, 511, 522, 512, 523, 513, 518, 517, 524, 514 – PM, Survey, Permitting, Design, Bidding, Funding:	\$265,000

Construction Management/Engineering (post-Bidding thru Closeout): **\$400,000**

Phase 51 – Task 515

Total NE WTP Estimate: **\$710,000**

Special Conditions (if any):

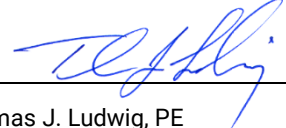
Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

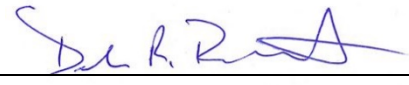
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

City of Elkhorn

Signed: _____
Name (printed): _____
Title: _____
Date: _____

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: March 13, 2025

Signed: 
Name (printed): Dale R. Broeckert, PE
Title: Senior Project Manager
Date: March 13, 2025

Major Budget Factors when comparing 2023 budget to Updated 'mid-level safe/conservative' new budget.

Overall Length of Construction					
		2023 Budget Assumed 10-12 months of Const. (used 44 weeks for estimate)	New Budget Assumes 14-15 months of Const. (used 60 weeks for estimate)		Note: Completion time was added to the project as a result of BABA. Unknow delays, reviews, issues on BABA materials/equipment could drag the project on longer. Every additional week/month typically adds some kind of corrdination time, we try to account for this. Difficult to estimate. 2 additional pay requests were also added to help cover a longer contract period
	Virtual - Bi-weekly Construction Meetings - Agenda, Meeting, & Minutes (1 hr each for Eve, 1.5 hr each for Lauren):	\$ 9,042	\$	12,869 \$	3,827 Estimated additional effort
	Pay App & Recommendation/Summary Letter	\$ 4,850	\$	6,089 \$	1,239 Estimated additional effort
	Foth overall corrdination & correspondence with design partners/client/contractor throughout project:	\$ 45,192	\$	65,676 \$	20,484 Estimated additional effort

Nate no longer available (travel time & milage savings are lost)					
		2023 Budget Assumed no travel time	New Budget Assumes +2hrs per trip		Note: we were able to pass along significant savings with our 2023 estimate with Nate handling all site visits (60-70 planned). The plan was for Nate to work from home any day that a spot check was needed. This eliminated travel time to the site, and allowed for minimal milage. With Nate going back to the City we now need to have someone travel from the Milwaukee area, adding 2 hrs round trip, and associated milage.
	Travel Time	\$ -	\$	22,583 \$	22,583 added
	Milage	\$ 794	\$	4,579 \$	3,785

BABA Submittal Issues (Foth's end)					
		2023 Budget Assumed - without BABA	New Budget Assumes		Note: If the contractor/vendors don't include all the required BABA documentation up front with each submittal, we have to reject it. This will also likely cause some submittals to get partially approved, and split up, this causes more work keeping everything organized and add more submittals to the process.
	BABA Issues - including possible % issues, waivers, back & fourth submittals, etc.	\$ 31,640	\$	43,394 \$	11,754 added
BABA Submittal Issues (SUB's end)					

		Note: Same reason as above, but for our SUBS. If the contractor/vendors don't include all the required BABA documentation up front with each submittal, we have to reject it. This will also likely cause some submittals to get partially approved, and split up, this causes more work keeping everything organized and add more submittals to the process.			
	2023 Budget Assumed	New Budget Assumes			
BABA Issues - including possible % issues, waivers, back & fourths submittals, etc.	\$ -	\$ 15,000	\$ 15,000	added	

BABA & Increased Work Scope RFI's, WCD's, CO's

		Note: Due to potential BABA product changes and some additional scope items added, we are anticipating increased efforts and quantity of Request of Information (RFI) plus 5, Work Change Directives (WCD) plus 5, and Change Orders (CO) plus 3. Each of these require correspondence with the Contractor, calculations, and paperwork for the file.			
	2023 Budget Assumed - without BABA	New Budget Assumes			
Increased estimated # of RFI's, WCD's, CO's	\$ 16,770	\$ 26,789	\$ 10,019	added	

BABA - New line items for unknown Risks/Needs/Meetings/Funding Contract Interventions/Etc. (Overall Risk Unbrella - mid-level conservative hours)

		Note:We provided construction assistance/administration on a BABA project in 2024. That project was smaller, with fewer products, yet it required much more effort than expected on Foth's part. During the project, we discovered that much tighter enforcement restrictions for BABA waivers went into effect in 2024 compared to previous years; we got caught in the middle of it. We spent many hours resolving product issues between the contractor and suppliers to maintain and carefully document the 95% BABA product compliance. Without our intervention, the project would likely have halted and could have lost funding. Given our previous lessons learned, we tried to take a mid-level conservative approach for Lakeland to ensure some/most of these efforts would be covered. This items tries to provide an 'Umbrella' for unknowns; however, it's uncertain until we get into the project as to if this will cover it all. If we end up assisting in the same way as we did on our 2024 project, navigating the tighter BABA rules quickly turns into a project by itself. Nate was directly involved in that 2024 project and could provide some insight.	
	2023 Budget Assumed - no BABA	New Budget Assumes - total labor hours ~157	
BABA Issues - many complete unknowns, including possible % issues, waivers, back & fourths, intervention with EPA & others, review of or-equals, review of not equals, etc.	\$ -	\$ 27,537	\$ 27,537 added
		This is our safest/most-conservative approach to this risk. At this level there is very little to no chance of Addendum 3 being needed with respect to BABA issues/unknowns. We may not need to tap into any of these hours. We can reduce this down to reduce the budget estimate; however, there needs to be an understanding that we have no good way to predict this and only time will tell how smooth/rough things go with BABA.	

Effort to Avoid Addendum 3 - Include Other Unknowns

		Note: The more we talked to rehab vendors they believe there's a 50% chance that the intenal coatings would need either spot repairs or total coating replacements. Until they see inside, it's very difficult to estimate these efforts. This is typically handled by a change order if needed. In an effort to avoid Addendum 3, these dollars were added assuming additional trips are needed regarding internal coatings.			
	2023 Budget Assumed	New Budget Assumes			

Internal Coatings with Equipment Rehabs	\$	-	\$	8,241	\$	8,241	added
Note: We typically assume one site visit per sub. However, in an effort to avoid Addendum 3 for unknown conditions, issues with the existing facility, we included an additional trip each.							
Additional Site Trip by our SUBS	2023 Budget Assumed \$	3,346	New Budget Assumes \$	6,692	\$	3,346	added

\$ 127,815 Total Added

(this won't exactly match the Addendum adder, but captures the major items adjusted)

**CITY OF ELKHORN
COMMON COUNCIL
AGENDA MEMORANDUM**

Meeting Date: March 17, 2025

Agenda Item: Surplus Property

Report Prepared By: Captain Alvin Brandl

Summary: The police department has a 2016 Ford Police Interceptor Utility (Explorer) (1FM5K8AR7GGC72733) with approximately 119,000 miles that was being utilized for law enforcement operations. The Police Department also has a 2013 Chevy Impala (2G1WD5E36D1257844) with approximately 67,000 miles that was being utilized for investigations. The vehicles were recently taken out of service due to being at end of service life and having been already replaced.

Fiscal Considerations: N/A

Operational Considerations: N/A

Recommended Action: Declare the vehicles as surplus property and authorize utilizing the services of Wisconsin Surplus Online Auction to auction the aforementioned vehicles.

**CITY OF ELKHORN
COMMON COUNCIL
AGENDA MEMORANDUM**

Meeting Date: March 17, 2025

Agenda Item: Budget Adjustment for Flock Cameras

Report Prepared By: Captain Alvin Brandl

Summary: The Police Department was recently approached by a local business owner that would like to continue its partnership with the City and provide \$6,000 in 2025 and 2026 to the Flock Camera program, essentially paying for 2 of our current 4 cameras, located at the State Highway 67 and I-43 interchange.

Realizing the value of the Flock Camera system, the City budgeted \$13,000 to continue its operation in the event the business owner no longer supported the program. As a result of this generous contribution and continued support, the Police Department is seeking authorization to add two additional Flock Cameras. This would allow the Police Department to deploy additional cameras to other strategic locations to assist the Police Department with crime detection, prevention, and investigation.

Fiscal Considerations: The Police Department is requesting that the current budget of \$13,000 for the Flock Camera system be adjusted to \$19,300 for 2025. This would allow the Police Department to contract for an additional 2 cameras, giving us 6 in total. With the money being donated for the program, a net impact of \$300 would be added to the budget this year (2025).

Operational Considerations: The Flock Camera system provides a means to identify stolen vehicles and license plates, missing and wanted persons, and assists in criminal investigations. The use of technology, such as Flock Cameras, greatly enhances the Police Department's investigative resources and provides a means to proactively identify criminals and prevent crime before occurring.

Recommended Action: Increase the current budget for Flock Cameras by \$6,300 to allow for two additional cameras.

Flock Safety + WI - Elkhorn PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Cody Bates
cody.bates@flocksafety.com
+17075992415

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	WI - Elkhorn PD	Initial Term:	12 Months
Legal Entity Name:	WI - Elkhorn PD	Renewal Term:	24 Months
Accounts Payable Email:	abrandl@elkhornpd.org	Payment Terms:	Net 30
Address:	100 W Walworth St Elkhorn, Wisconsin 53121	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00

Subtotal Year 1:	\$7,300.00
Annual Recurring Subtotal:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$7,300.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$7,300.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$7,300.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: WI - Elkhorn PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Flock Safety + WI - Elkhorn PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Danica Pierce
danica.pierce@flocksafety.com

Created Date: 03/13/2025
Expiration Date: 10/18/2024
Quote Number: Q-101562
PO Number:



Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 100 W Walworth St Elkhorn, Wisconsin 53121

Ship To: 100 W Walworth St Elkhorn, Wisconsin 53121

Billing Company Name: WI - Elkhorn PD

Subscription Term: 24 Months

Billing Contact Name:

Renewal Term:

Billing Email Address:

Payment Terms: Net 30

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$12,000.00

Annual Recurring Subtotal: \$12,000.00

Estimated Tax: \$0.00

Contract Total: \$24,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

0021E010.02
January 2024

2024 NE WTP Sewer and Water Extensions
City of Elkhorn, WI

SECTION 00 63 62
CHANGE ORDER

No. 3

Date of Issuance: February 24, 2025	Effective Date: March 3, 2025
Owner: City of Elkhorn	Owner's Contract No.:
Contractor: Rock Road Companies Inc.	Contractor's Project No.:
Engineer: Todd Deibert	Engineer's Project No.: 21E010.02
Project: NEWTP Sewer & Water Extensions	Contract Name: NE WTP Sewer and Water Extensions

The Contract is modified as follows upon execution of this Change Order:

(See description and attachments below)

All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 2,533,204.81	Original Contract Times: Substantial Completion: <u>October 11, 2024</u> Ready for Final Payment: <u>October 25, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 6,273.40	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>October 11, 2024</u> Ready for Final Payment: <u>October 25, 2024</u> days
Contract Price prior to this Change Order: \$ 2,539,478.21	Contract Times prior to this Change Order: Substantial Completion: <u>October 11, 2024</u> Ready for Final Payment: <u>October 25, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 9,986.76	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 11, 2024</u> Ready for Final Payment: <u>October 25, 2024</u> days or dates
Contract Price incorporating this Change Order: \$ 2,549,464.97	Contract Times with all approved Change Orders: Substantial Completion: <u>October 11, 2024</u> Ready for Final Payment: <u>October 25, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Todd Deibert</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>Rawn Flowers</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>2/24/25</u>	Date: _____	Date: <u>3/13/2025</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

0021E010.02
January 2024

2024 NE WTP Sewer and Water Extensions
City of Elkhorn, WI

Description:

Additions

1. Underdrain: Unknown drain tiles were encountered and damaged in the farm fields during trenching operations. The drain tiles were replaced by the contractor once the sewer and water mains were installed. The price per foot reflects the average cost over the five days of drain tile installation. Plan quantity was subtracted from the total footage of drain tile reinstalled. (Add \$13,932.47)
2. Megalugs: When reinstalling the existing fire hydrant near MH 15, the City requested new Megalugs to be installed on the hydrant lead and valves. (Add \$1,554.75)
3. HWY Existing Watermain 12 Verification: The City's watermain record drawings and GIS data did not match at the DOT right of way along HWY 12 at the proposed watermain connection location. The City wanted everything to be dug up first to verify what was in the ground before proceeding with the new watermain connection. (Add \$4,627.66)
4. Pothole Existing Watermain: The existing watermain heading west from Cobb Road began encroaching into the alignment of the proposed watermain. Rock Road potholed ahead to ensure that the two would not run into each other or cross over. (Add \$871.88)

Deductions

1. Liquidated damages: Rock Road reached substantial completion on 12/5/2024, 55 days after the original contract substantial completion date of 10/11/2024. Therefore, Rock Road will pay the City liquidated damages of \$200 per day, per the contract. (Deduct \$11,000.00)

****Quotes for additions are attached****

Elkhorn NE WTP Extras Summary - Change Order 3

Underdrain				
Draintile repairs				
DAY	QTY INSTALLED	TOTAL PRICE	PRICE PER FOOT	
	9.5	179	\$6,890.59	\$38.49
	9.13	135	\$3,280.53	\$24.30
	12.03	239	\$11,980.54	\$50.13
	12.04	780	\$14,717.29	\$18.87
	12.05	42	\$2,871.22	\$68.36
Average cost per foot =		1375	\$39,740.17	\$28.90
PLAN QUANTITY	AVERAGE PRICE PER FT	TOTAL		
	80			
	40			
	192			
	472			
	64			
	45			
	893	\$28.90	\$ 25,807.70	Plan Qty Cost
Total Cost - Plan Qty Cost =		\$39,740.17-\$25,807.70		
TOTAL		\$ 13,932.47 (Over Plan Cost)		

Pothole Existing Water Main			
Proposed water main encroached into existing watermain. Pothole ahead to verify.			
			TOTAL PRICE
LABOR	\$	470.00	
EQUIPMENT	\$	305.00	
TOTAL			\$ 775.00
MARKUP (12.5%)	\$	96.88	
TOTAL			\$ 871.88

Liquidated Damages (Credit)		
From (10/11/24) to substantial completion (12/5/24)		
DAYS OVER	PRICE PER DAY	TOTAL PRICE
55	\$ 200.00	\$ 11,000.00

DEBITS		
Underdrain	\$	13,932.47
Megalugs	\$	1,554.75
HWY 12 Verification	\$	4,627.66
Pothole Existing WM	\$	871.88
Total	\$	20,986.76

CREDITS		
Liquidated Damages	\$	11,000.00
Total	\$	11,000.00

Change Order 3 Total =	\$	9,986.76
------------------------	----	----------

Megalugs			
Replace Megalugs on City's main (per Shane)			
MATERIAL	QTY INSTALLED	RATE	TOTAL COST
12" Megalug	8	\$ 142.00	\$ 1,136.00
6" Megalug	4	\$ 61.50	\$ 246.00
TOTAL MATERIAL			\$ 1,382.00
MARKUP (12.5%)			\$ 172.75
TOTAL			\$ 1,554.75

HWY 12 Existing Watermain Verification	
Test pit excavation. City's Record Drawings and GIS did not match.	
	TOTAL PRICE
LABOR	\$ 1,710.00
EQUIPMENT	\$ 1,485.00
TRUCKING	\$ 500.00
MATERIAL	\$ 474.03
TOTAL	\$ 4,169.03
MARKUP (12.5%)	\$ 458.63
TOTAL	\$ 4,627.66

**CITY OF ELKHORN
ORDINANCE NO. 2025-10**

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE SPECIFIC
IMPLEMENTATION PLAN FOR HARVEST POINTE VILLAS CONDOMINIUM -- A
PLANNED UNIT DEVELOPMENT GENERAL DEVELOPMENT PLAN -- LOCATED
ON VACANT LOT OFF HARVEST WAY
AND MARKET STREET (TAX KEY NO. YA483200001)**

WHEREAS, Bielinski Homes, Inc., a Wisconsin business corporation (the “Developer”), plans to develop and construct, on a vacant lot off Harvest Way and Market Street with Tax Key No. YA483200001 as legally described on **Exhibit A** attached hereto and incorporated herein (the “Property”), a fully integrated development (the “Development”) consisting of sixteen (16) two (2) unit condominiums within a Planned Unit Development overlay district, consisting of R-4 Mixed Use Zoning;

WHEREAS, the Developer is an entity in common ownership with the owner of the Property, that being Bilinski Investment, LLC (the “Owner”) and said Owner has consented to the applications for development of the Property;

WHEREAS, the Developer and its representatives have met frequently with the City Administrator and other members of the City staff, as well as with the City Plan Commission, Finance & Judicial Committee and Common Council, and received approval subject to certain conditions of the Planned Unit Development General Development Plan (the “PUD General Development Plan”) and the Specific Implementation Plan (“SIP”) from the City Plan Commission, the Finance & Judicial Committee and the Common Council effective as of January 6, 2022 and January 17, 2022, respectively. Developer has also received approval subject to conditions of plans and specifications for the water supply system, the sanitary sewer system, the private streets, and the storm water drainage facilities. The PUD General Development Plan and the SIP have been approved subject to the parties entering into a Development Agreement. A copy of said approvals are on file with the City and are incorporated herein by reference;

WHEREAS, the Developer requested on May 13, 2024 to amend its SIP to change the style of condominium building without altering the location, orientation and building pad locations and the amendment to the SIP was approved subject to conditions by the City Plan Commission on June 20, 2024 and Common Council on July 15, 2024 (the “SIP Amendment #1”). A copy of said approvals are on file with the City and are incorporated herein by reference;

WHEREAS, the Developer requested in February of 2025 to again amend its SIP for a minor change to widen the size of the garages by 2 feet without altering the overall development plan or interim grading plan and the amendment to the SIP was approved subject to conditions by the City Plan Commission on March 6, 2025 (the “SIP Amendment #2”). A copy of said approvals are on file with the City and are incorporated herein by reference;

WHEREAS, the prior approvals by the Common Council were subject to the Developer entering into a development agreement for the development of the Property and such condition is still required and must be fulfilled; and

NOW THEREFORE, in accordance with the requirements of Sec. 17.4-24(5), the Common Council makes the following findings:

1. The conditional approvals of the PUD General Development Plan, SIP and SIP Amendment #1 are hereby memorialized as a part of this Ordinance;
2. The SIP, SIP Amendment #1, and the SIP Amendment #2 are consistent with the approved PUD General Development Plan;
3. The SIP, as amended, is in accordance with the spirit, intent and purpose of Chapter 17 (Zoning) of the City of Elkhorn Municipal Code;
4. The SIP, as amended, is consistent with the City's 2040 Comprehensive Plan;
5. The SIP, as amended, and as planned should produce significant benefits in terms of environmental design and has been prepared with the professional advice and guidance of professional engineers; and
6. That in order for the Development to begin, the Developer shall enter into a development agreement with the City as required by City ordinance and the conditional approvals specified herein.

FURTHER THEREFORE, BE IT ORDAINED by the Common Council of the City of Elkhorn as follows:

- A. That the SIP Amendment No. 2 is approved subject to this Ordinance with conditions, restrictions and requirements as set forth herein over the Property which is a parcel of land legally described in **Exhibit A**;
- B. That the PUD General Development Plan and SIP, as amended, shall occur in accordance with its approvals and the plans and specifications on file with the City as required to be modified by the conditions, restrictions and requirements as described in **Exhibit B and further subject to the following**:
 - i. The project shall be developed in accordance with the plan of operations. Any deviation from the approved plans shall require Zoning Administrator and/or Plan Commission approval; and
 - ii. All comments in the Kapur consulting engineer memo dated June 12, 2024 and prior consulting engineer memos incorporated into prior approvals.
- C. That the SIP, as amended, is bound by the PUD General Development Plan approval.
- D. That this ordinance shall be in force from and after its introduction and publication as provided by the Wisconsin Statutes and the City of Elkhorn Municipal Code

BE IT FURTHER ORDAINED, that in accordance with Sec. 17.4-24(4)(e) of the City's Code of Ordinances that this ordinance shall be recorded with the Walworth County Register of Deeds prior to any building permit being issued for any construction within the Development.

APPROVED AND ADOPTED this _____ day of _____ 2025.

Tim Shiroda, Mayor

ATTEST:

Rebeca Perez, City Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

Exhibit A
Legal Description
Harvest Pointe Villas Condominiums

Lot 1 of Certified Survey Map No. 4832, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin as Document No. 983106, being a revision of Lot 2 of Certified Survey Map No. 4052, located in part of the Northwest 1/4 of the Southwest 1/4 of Section 30, Town 3 North, Range 17 East, in the City of Elkhorn, Walworth County, Wisconsin.

TAX KEY YA483200001

Exhibit B
SIP Conditions, Restrictions and Requirements
Harvest Pointe Villas Condominium

1. **Development Agreement.** Compliance with an approved Development Agreement for the Property.
2. **Compliance with the Law.** Compliance with all requirements of the Elkhorn Municipal Code, including the provisions of Sec. 17.4-24 not otherwise expressly modified by the Common Council.
3. **PUD-GDP.** Compliance with all conditions, restrictions and requirements of the PUD-General Development Plan, SIP, SIP Amendment #1 and SIP Amendment #2 approvals, a copy of which are on file with the City of Elkhorn.
4. **Time Of Compliance.** The operator of the SIP shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of this ordinance. This SIP approval shall expire within twelve (12) months after the date of adoption of this ordinance if a building permit has not been issued for this use and substantial work has not commenced. The applicant shall re-apply for SIP approval prior to recommencing work or construction.
5. **Other Regulations.** Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.
6. **Stormwater.** Stormwater management plans shall be submitted for approval and be in compliance with all City requirements, as determined by the City Engineer before permits are issued.
7. **Fire Department Approval.** Applicant shall obtain approval from the City Fire Department and meet applicable codes.
8. **Sewer And Water Utility Districts.** Compliance with all sewer and water regulations and requirements is required. All buildings shall connect to public sanitary sewer and water prior to occupancy.
9. **Signage.** Any proposed signs at the site will require a separate zoning permit prior to installation. Please contact City Zoning staff for advertising sign regulations and permit procedures.
10. **No Accumulation Of Refuse And Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

11. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building facade. All drives shall be paved with asphalt. Parking areas shall be paved. All drives and parking areas shall be maintained in a dust free condition.
12. **Performance Standards.** The applicant must comply with the provisions of Sec. 17.10 of the Elkhorn Municipal Code and any conditions established by subsequent approvals.
13. **Access.** The applicant must allow any City employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
14. **Compliance With Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations.
15. **Reimburse City Costs.** Applicant shall reimburse the City all costs incurred by the City for review of this SIP including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
16. **Amendments To SIP.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the City's prior approval. All additions, deletion, and/or change requests must be submitted to the City in writing. A minor and major change to the conditions of this permit may occur only in compliance with Sec. 17.4-24(10) of the Elkhorn Municipal Code.
17. **Binding Effect; Recording With Register Of Deeds.** These conditions bind and are applicable to the Applicant, property owner, successor and assigns, owner's association(s) and any other users of the Property with respect to the uses on the Property. A copy of the ordinance approving the SIP shall be recorded with the Walworth County Register of Deeds.
18. **Violations & Penalties.** Any violations of the terms of these conditions and restrictions of this SIP hereunder, shall be subject to enforcement and the issuance of citations in accordance with City's Code of Ordinances. If the owner, applicant or operator is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to initiate revocation procedures for this SIP, subject to the provisions of paragraph 21 herein. Nothing herein shall preclude the City from commencing an action in Walworth County Circuit Court to enforce the terms of this PUD-GDP or SIP or to seek an injunction regarding any violation of these conditions or any other City ordinances.

19. **Revocation.** Should an applicant, its heirs, successors or assigns and any other users of the properties including any owner's association(s), fail to comply with the conditions and restrictions of the approval issued by the City, the SIP approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a SIP as set forth in the Municipal Code.
20. **Agreement.** Your acceptance as applicant and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Bielinski Homes, Inc. and Bielinski Investment, LLC; their successors, and assigns, including all users, future owners, occupants and owner's association(s), are responsible for full compliance with the above conditions. This provision shall not constitute an authorization for the applicant to assign or transfer its rights and obligations hereunder.
21. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions and subsequent owners are bound by these conditions.



Emergency 9-1-1

ELKHORN AREA FIRE DEPARTMENT



Fire Chief Trent Eichmann

Serving the City of Elkhorn and the Towns of Geneva, LaFayette, Sugar Creek

March 13, 2025

To: Mayor and Members of City Council
From: Fire Chief Trent Eichmann
Subject: Surplus Equipment- Discussion and Decision

Mayor and Members of Council,

I would like to surplus a variety of loose equipment that was either pulled from the rigs we are currently disposing of or equipment that has been laying around the station for years not being used. Items include our old radios, old fans, porta-tanks, generators, hand tools, dive equipment, and various other loose equipment.