



W I S C O N S I N

**CITY OF ELKHORN
COMMON COUNCIL MEETING AMENDED AGENDA
November 19, 2018 ~ 5:30 p.m.
Council Chambers, City Hall, 9 S. Broad St., Elkhorn, Wisconsin**

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment**
 - a) *Although the public may speak on any item that is not included on this agenda as a "Public Hearing or Forum", the Council may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to allow discussion on that matter. 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) Minutes of November 5, 2018 Council Meeting
 - b) Temporary License "Class B" Wine License for Friends of the Matheson Memorial Library with Frank's Liquor for Wine Walk for December 15, 2018 from 10 a.m. to 4 p.m. at Market Plaza (12 locations)
- 6) **Bills Payable**
 - i) Consideration and recommendation to pay
- 7) **Report of City Officers**
 - a) Mayor
 - b) City Administrator
 - i) Claims Denial for Sewer Back-up (Walworth County Housing/Resident)
- 8) **Liaison Meeting Reports**
 - a) Fire Advisory Board
 - b) Library Board
 - c) Recreation Advisory Board
 - d) Chamber
- 9) **Committee Reports**
 - a) Public Safety
 - i) Recommendation to Approve PD Policy Updates: Traffic Crash Response and Reporting, Impaired Driving, and Sexual Assault Investigations (Resolution under New Business)
 - ii) Recommendation to Prohibit Parking of Vehicles with Fluid Leaks
- 10) **Plan Commission**
 - a) Certified Survey Map for Jeffrey L. Hubbard for a 3-lot Land Division at W3324 Bray Road in the Town of Lafayette
- 11) **Unfinished Business**
 - a) Ordinance No. 18-12 An Ordinance to Amend the Municipal Code at Section 21 Titled "Sex Offender Residing Within 2,000 feet of Schools, Daycare Centers, Parks and Other Specified Facilities and Uses Prohibited; Child Safety Zones" (Second Reading)

12) New Business

- a) Resolution No. 18-18 A Resolution Adopting 2019 Budget and Tax Levy
- b) Resolution No. 18-19 A Resolution Amending the Elkhorn Police Department Policy
- c) Collective Bargaining Agreement with the Elkhorn Police Officers Association
- d) Ingress and Egress Easement Agreement with Walworth County Agricultural Society, Inc.
- e) Contract Change Order Request #1 for Ram's Contracting, LTD | Market Street Extension
- f) **Amendment B to Task Order Number #08 Civil Engineering Services**

13) Adjourn

DATED at Elkhorn, Wisconsin, this 16th day of November 2018

Cairie L. Virrueta, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk's office at 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
November 5, 2018
COUNCIL CHAMBERS, 9 S. BROAD ST., ELKHORN, WI 53121**

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

ROLL CALL

Present: Mayor Howie Reynolds, Aldermen Tim Shiroda, Frank Boggs, Ron Dunwiddie, Karel Young, Scott McClory, Tom Myrin; Junior Council Members Megan Degner, Alex Johnson

Others present: City Administrator Sam Tapson, Attorney Ward Phillips, Finance Director James Heilman, City Clerk Cairie Virrueta, Police Chief Joel Christensen, Utility Director John Murphy, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Library Director Lisa Selje, City Engineer Greg Calhoun, other interested persons

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion (McClory/Dunwiddie) to approve the minutes of the October 15, 2018 Common Council regular and closed session meeting. Voice vote, all approved, motion carried.

REPORT OF CITY OFFICERS

MAYOR'S REPORT

Mayor Reynolds reminded everyone about the election tomorrow.

CITY ADMINISTRATOR'S REPORT

Recommendation to Deny Claims for Sewer Back-up

Administrator Tapson said the Claims Committee did meet and recommended denial but asked to defer this as more information is needed.

Next Monday is the Public Hearing for the budget and will be at a Committee of the Whole at 6 p.m.

COMMITTEE REPORTS

LEGISLATIVE & REGULATORY

Demerit Points Issued Against Sports Page Barr (Report Only)

Chief Christensen said the department received a complaint of underage person being served at the bar. The bartender was issued a warning and citation and the committee issued 75 demerit points against Sports Page Barr. It was not determined if the underage persons had fake ID's or not.

Discussion on Subdivision Code: Updates to Platting Requirements

Alderman Young said the committee is discussing updating the outdated code.

Recommendation to Approve Operator-Alcohol License Application Policy Updates

Alderman McClory asked why the appeal process was removed from the policy; City Attorney Phillips said there is still an appeal process through the court system. ***Motion (Young/McClory) to approve the updated Operator-Alcohol License Application Policy. Voice vote, all approved, motion carried.***

Recommendation to Approve Adding Walworth County Fairgrounds to Sex Offender Residency Requirements (Under New Business)

Alderman Young said the fairgrounds wasn't in the ordinance and it needed to be added. The ordinance update is under New Business.

Discussion on City's Records Retention Schedule

City Clerk Virrueta said she is trying to locate the schedule that was approved in 2002.

NEW BUSINESS

Progress Update for Elkhorn TID 4 Improvements Project

City Engineer Calhoun said there were delays due to WISDOT permit requirements and relocating underground utilities. After November 17th the contractor will need to get the asphalt elsewhere as the plant that was going to be used is closing for the winter. There will also be increases in cost due to needing to heat and insulate the concrete. He recommended finishing access to the gymnastics building's parking lot, which will cost \$13,000 to 15,000. Mayor Reynolds said he would normally recommend waiting until spring to save the City money but he said many cars are making U-turns which is dangerous so he would like to see it get done as soon as possible. Alderman Myrin said from a cost viewpoint the City should wait until next spring. DPW Manager said the road on O'Connor needs to get finished as it is currently only gravel and would be hard to plow. He said the cost to go the Waukesha plant is an extra \$5 a ton. Alderman McClory asked what the additional all-in cost would be if the City didn't wait until spring; Engineer Calhoun said about \$15,000-17,000. DPW Manager Lindstrom said the weather may prevent additional work; he suggested prioritizing O'Connor first then moving onto Commerce to the gymnastics center. ***Motion (McClory/Young) to try to finish TID 4 improvements project, weather permitting. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Myrin, yes; Advisory Vote: Degner, yes; Johnson, yes. Motion carried.***

Sworn Officer Vacancy

Police Chief Christensen said Detective Thomas Bushey is retiring and he would like authorization to fill the vacancy. ***Motion (Dunwiddie/Shiroda) to fill the police department vacancy. Voice vote, all approved, motion carried.***

Ordinance No. 18-12 An Ordinance to Amend the Municipal Code at Section 21 Titled "Sex Offender Residing Within 2,000 feet of Schools, Daycare Centers, Parks and Other Specified Facilities and Uses Prohibited; Child Safety Zones" (First Reading)

ADJOURN

Motion (Dunwiddie/Young) to adjourn at 5:55 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Public Safety Committee Minutes
First Floor Conference Room, City Hall, 9 S. Broad St., Elkhorn, Wisconsin

November 5, 2018

Public Safety Committee was called to order at 5:00 p.m. by Alderman McClory followed by roll call.

Roll Call

Present: Aldermen Scott McClory, Karel Young, Frank Boggs

Also Present: Aldermen Ron Dunwiddie, Tom Myrin, Tim Shiroda; City Clerk Cairie Virrueta, Police Chief Joel Christensen

Police Department Policies Updates: Traffic Crash Response and Reporting, Impaired Driving, and Sexual Assault Investigations

Traffic Crash Response and Reporting: The committee didn't see any concerns other than adding spacing to "traffic bureau managers."

Sexual Assault Investigations: Committee members said it looked good.

Impaired Driving: Alderman McClory asked about purpose and scope for section 5.41 and 5.42 not being congruent; Chief Christensen said OWI is addressed under state statute. Alderman McClory was concerned with "shall make an arrest" and wondered if there might be other events that would take precedence or need to be addressed and it gives the officer no discretion. Chief Christensen said the department is zero tolerance.

Motion (Young/Boggs) to send the police department updates as written to the Common Council for approval. Voice vote, all approved, motion carried.

Prohibiting Parking of Vehicles with Fluid Leaks

Alderman McClory said it says "fuel" leak and if it should also reference other types of leaks; Chief Christensen said the ordinance addresses oil and other fluids. He said this addresses fluids going into the storm sewer and is part of the MS4 requirements so it could be on public or private property. Alderman Myrin asked what happens when the PD identifies a leaking vehicle and who cleans it up. Chief Christensen said it depends on the extent of the leak, generally the City would clean the drips and give a warning. It would follow the structure of issuing a parking ticket. Alderman McClory asked how the leaks would be identified; Chief Christensen said by complaints or staff identifying it. Alderman McClory said what if the vehicle owner can't afford to fix the leak; Chief Christensen said the owner could put something underneath the vehicle to collect the leak. Alderman McClory said cleaning up the leak should be addressed in the ordinance. ***Motion (Boggs/Young) to send the prohibiting parking of vehicles with fluid leaks as written to the Common Council for approval. Voice vote, all approved, motion carried.***

Adjournment

Motion (Boggs/Young) to adjourn at 5:25 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CERTIFIED SURVEY MAP No. _____

Located in the located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Town 3 North, Range 17 East, Town of LaFayette, Walworth County, Wisconsin.

Owner:

Estate of Annycce Hubbard

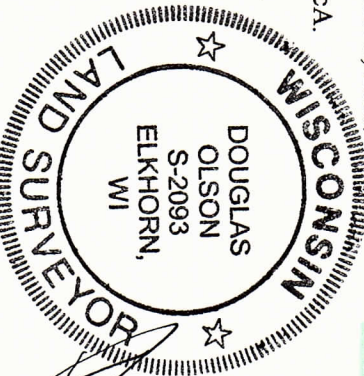
W3324 Bray Road
Elkhorn, Wisconsin. 53121

Mapping date: October 5, 2018

Soils: KIA, Ph & Sca.

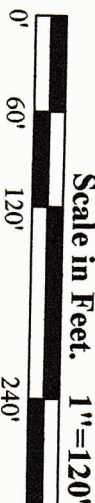
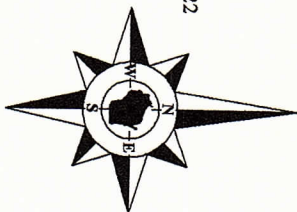
Zoning: A-5 & B-2.

Reserved for Walworth County Register of Deeds



OLSON
LAND SURVEYING, LLC
Rural | Residential | Commercial

45 South Wisconsin Street | P.O. Box 322
Elkhorn, Wisconsin. 53121
Telephone: (262) 723-3434
Facsimile: (262) 723-8044
Email: doug@olsonsurveying.com
Website: www.olsonsurveying.com



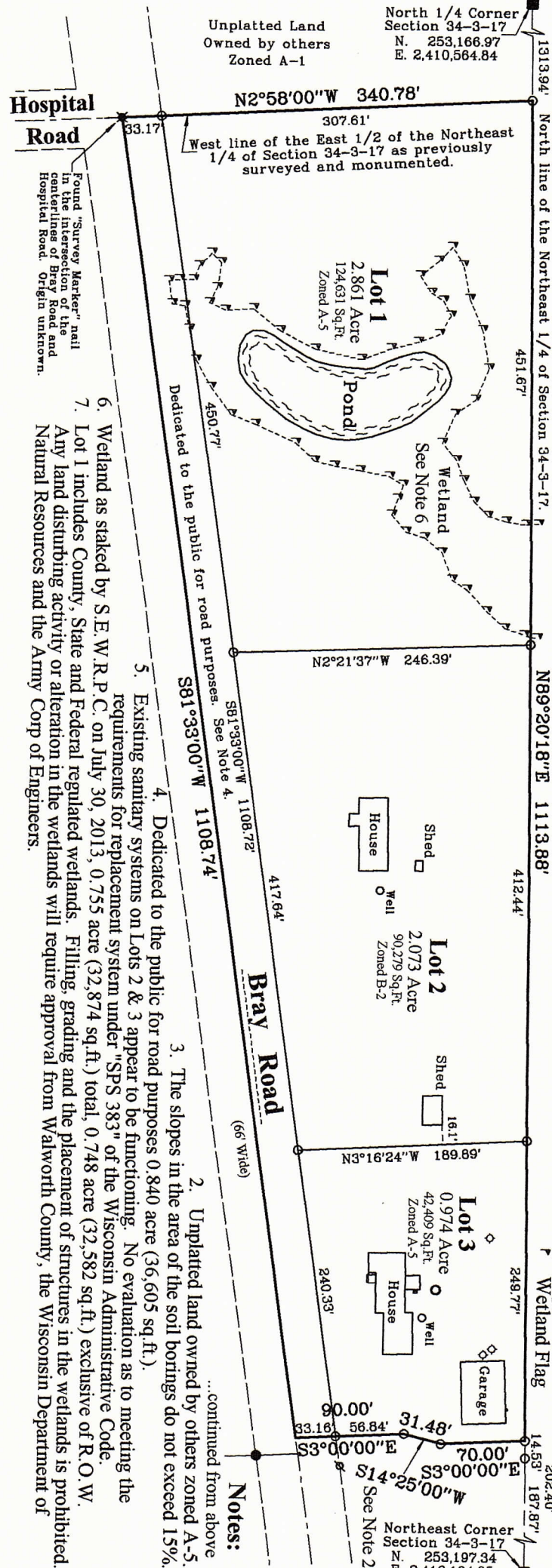
Legend

- Found County Section Corner, 6" Sq. Concrete Mon. with Brass Cap.
- Found Iron Pipe, 1" dia.
- Found Iron Rod, 3/4" dia.
- Set Iron Pipe, 1" dia., 24" long, weighing 1.13 lbs./lin. ft. min.
- () Recorded Information
- ☆ Soil Boring
- Concrete Cover
- ◇ Septic Vent
- ▽ Wetland Flag

Unplatted Land
Owned by others
Zoned A-1

Notes:
1. Bearings referenced to the North line of the Northeast 1/4 of Section 34-3-17, recorded as N89°20'18"E in the Wisconsin State Plane Coordinate System, South Zone, (NAD-27), continued below...

CERTIFIED SURVEY MAP No.



Unplatted Land
Owned by others
Zoned A-1

North 1/4 Corner
Section 34-3-17
N. 253,166.97
E. 2,410,564.84

N2°58'00"W 340.78'
307.61'
West line of the East 1/2 of the Northeast 1/4 of Section 34-3-17 as previously surveyed and monumented.

Lot 1
2.861 Acre
124,631 Sq.Ft.
Zoned A-5

Pond

Wetland
See Note 6

N2°21'37"W 246.39'

Shed
House
Well

Lot 2
2.073 Acre
90,279 Sq.Ft.
Zoned B-2

Shed
16.1'

N3°16'24"W 189.89'

Shed
Well
House

Lot 3
0.974 Acre
42,409 Sq.Ft.
Zoned A-5

Garage
Well

240.33'
80.00'
33.16'
56.64'
31.48'
70.00'
S14°25'00"W
S3°00'00"E
See Note 2

Northeast Corner
Section 34-3-17
N. 253,197.34
E. 2,413,194.85

Notes:

1. continued from above
2. Unplatted land owned by others zoned A-5. The slopes in the area of the soil borings do not exceed 15%.
3. The slopes in the area of the soil borings do not exceed 15%.
4. Dedicated to the public for road purposes. See Note 4.
5. Existing sanitary systems on Lots 2 & 3 appear to be functioning. No evaluation as to meeting the requirements for replacement system under "SPS 383" of the Wisconsin Administrative Code.
6. Wetland as staked by S.E.W.R.P.C. on July 30, 2013, 0.755 acre (32,874 sq.ft.) total, 0.748 acre (32,582 sq.ft.) exclusive of R.O.W.
7. Lot 1 includes County, State and Federal regulated wetlands. Filling, grading and the placement of structures in the wetlands is prohibited. Any land disturbing activity or alteration in the wetlands will require approval from Walworth County, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.

Hospital Road

Found "Survey Marker" nail in the intersection of the centerlines of Bray Road and Hospital Road. Origin unknown.

CERTIFIED SURVEY MAP No. _____ Vol. ____ Page _____

Located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Town 3 North, Range 17 East, Town of LaFayette, Walworth County, Wisconsin.

Legal Description

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Town 3 North, Range 17 East, Town of LaFayette, Walworth County, Wisconsin, described as follows: Commence at the Northeast corner of said Section 34; thence South 89°20'18" West, along the North line of said Northeast 1/4, 202.40 feet to an iron pipe and the Point of Beginning; thence South 3°00'00" East 70.00 feet to an iron pipe; thence South 14°25'00" West 31.48 feet to an iron pipe; thence South 3°00'00" East 90.00 feet to a point on the centerline of Bray Road; thence South 81°33'00" West, along said centerline, 1108.74 feet a survey marker nail at the intersection of the centerlines of Bray Road and Hospital Road, said nail being on the West line of the East 1/2 of said Northeast 1/4 of Section 34 as previously surveyed and monumented; thence North 2°58'00" West, along said West line, 340.78 feet to a point on the North line of said Northeast 1/4 of Section 34; thence North 89°20'18" East, along said North line, 1113.88 feet to the Point of Beginning.

Said parcel contains 6.748 acres (293,924 sq.ft.) of land, more or less.

Said parcel contains 5.908 acres (257,319 sq.ft.) of land, more or less, exclusive of the right of way of Bray Road.

Surveyor's Certificate

I, Douglas G. Olson, Wisconsin Professional Land Surveyor, do hereby certify that the property hereon described has been surveyed under my direction and that the map shown hereon is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof and that I have fully complied with the owner's/agent's instructions, Section 236.34 of the Wisconsin Statutes, the Subdivision Control Ordinance, Walworth County, Wisconsin, the Land Use and Land Division Ordinance, Town of LaFayette, Walworth County, Wisconsin, and the Subdivision Regulations, City of Elkhorn, Walworth County, Wisconsin.

Date: Oct. 5, 2018

Revised: _____



[Signature]
Douglas G. Olson, P.L.S. 2093

Walworth County Approval

Approved this _____ day of _____, 2018 by the Walworth County Zoning Agency.

Tim Brellenthin, Chairperson

Town Board Approval

Approved this _____ day of _____, 2018 by the Town Board of the Town of LaFayette.

Daniel Cooper, Chairperson

PLAN COMMISSION – FINDING OF FACT

DATE: November 15, 2018
PROJECT: Hubbard ETP CSM
PC ID: E18.10.017

ACTION: 3 Lot CSM 5.9 Acres

The City of Elkhorn Plan Commission officially convened on November 1, 2018 to consider the Certified Survey Map dated 10/05/2018, submitted by Jeffrey L. Hubbard for a 3-lot land division at W3324 Bray Road in the Town of Lafayette.

After considering the Certified Survey map, the staff reports, oral and written testimony, the Elkhorn 2040 Comprehensive Development Plan, the Zoning on the subject property, and other materials presented at the meeting, the Plan Commission does hereby make the following "finding of fact":

FINDING OF FACT

1. The CSM is in conformance with Chapter 236 of the Wisconsin State Statutes.
2. The CSM is in conformance with the intent of the Elkhorn 2040 Community Development Plan.
3. The CSM is in conformance with the requirements of Chapter 18 (Subdivisions) of the City of Elkhorn Municipal Code.
4. The extension of public utilities to the parcel is cost-prohibitive or otherwise infeasible.
5. The parcel to be divided was not created by a Minor Subdivision (Certified Survey Map) within the preceding ten (10) years.
6. No Minor Subdivision that is used to create a lot of less than five (5) acres under this Paragraph may include more than one such lot. Only one vacant lot is being created. The other 2 lots are improved.

Based upon the "Findings of Fact", the Plan Commission motioned, seconded and voted to recommend **APPROVAL** of the Certified Survey Map dated 10/05/2018 to the Common Council.

**CITY OF ELKHORN
ORDINANCE NO. 18-12**

**AN ORDINANCE TO AMEND THE ELKHORN MUNICIPAL CODE
AT SECTION 21 TITLED “SEX OFFENDER RESIDING WITHIN 2,000 FEET OF
SCHOOLS, DAYCARE CENTERS, PARKS AND OTHER SPECIFIED FACILITIES
AND USES PROHIBITED; CHILD SAFETY ZONES”**

WHEREAS, the City of Elkhorn has previously adopted a code of ordinances, and;

WHEREAS, City has determined that additional requirements and clarification are needed regarding new child safety zones;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Elkhorn that the Elkhorn Municipal Code is amended at Section 21:

1. Section 21.6(15) is hereby added to read as follows:

The Walworth County Fairgrounds during any period of time in which the fair or other public entertainment is in progress, and at which children are present.

THIS ORDINANCE shall be in force from and after its introduction and publication as provided by statutes.

APPROVED AND ADOPTED this _____ day of _____, 2018

Howie Reynolds, Mayor

ATTEST:

Cairie L. Virrueta, City Clerk

1st Reading: 11/05/2018
2nd Reading: 11/19/2018
Adopted:
Published:

**CITY OF ELKHORN
RESOLUTION 18-18
A RESOLUTION ADOPTING 2019 BUDGET AND TAX LEVY**

WHEREAS, the Common Council of the City of Elkhorn has formulated a budget for the the operation and administration of city government and the delivery of municipal services; and

WHEREAS, pursuant to the provisions of Wisconsin State Statutes 65.90, a public hearing on the matter of the 2019 Municipal Budget was held on November 12, 2018.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of Elkhorn, Walworth County, Wisconsin, as follows:

1. That the Municipal Budget for the year 2019, as printed and attached hereto, is hereby adopted.
2. That there is being levied a tax of five million five hundred fourteen thousand four hundred dollars (\$5,514,400) on all the taxable property within the City of Elkhorn for the uses and purpose set forth in the Municipal Budget.
3. That the City Clerk is hereby authorized and directed to spread the tax on the current tax roll of the City of Elkhorn.

DATED, this 19th day of November 2018.

ATTEST:

Howie Reynolds, Mayor

Cairie Virrueta, City Clerk

Adopted:
Approved:

**CITY OF ELKHORN
RESOLUTION NO. 18-19**

RESOLUTION AMENDING THE ELKHORN POLICE DEPARTMENT POLICY

WHEREAS, the Common Council of the City of Elkhorn has previously adopted certain policies and procedures pertaining to the Elkhorn Police Department, and;

WHEREAS, it is considered to be appropriate and advisable to review such matters, from time to time, and to revise the Elkhorn Police Department Policies as may be necessary to ensure that the actions of the Department are in accordance with the law and recognized best practices.

BE IT RESOLVED by the Common Council of the City of Elkhorn, Walworth County, Wisconsin that the Elkhorn Police Department Policies have been amended to incorporate the following policies: Traffic Crash Response and Reporting (#501), Impaired Driving (#504), and Sexual Assault Investigations (#601).

DATED this _____ day of _____, 2018.

Howie Reynolds, Mayor

ATTEST:

Cairie Virrueta, City Clerk

Adopted: _____

Approved: _____

Traffic Crash Response and Reporting

501.1 PURPOSE AND SCOPE

State WILEAG - 6.2.7

The policy provides guidelines for responding to and investigating traffic crashes.

501.2 POLICY

State WILEAG - 6.2.7

It is the policy of the Elkhorn Police Department to respond to traffic crashes and render or summon aid to injured victims as needed. The Department will investigate and prepare reports according to the established minimum reporting requirements with the goal of reducing the occurrence of crashes by attempting to identify the cause of the crash and through enforcing applicable laws. Unless restricted by law, traffic crash reports will be made available to the public upon request (Wis. Stat. § 346.70(4)).

501.3 RESPONSE

Best Practice WILEAG - 11.1.2, 11.1.3, 6.2.7, 6.2.8.1, 6.2.8.4

Upon arriving at the scene, the responding member should assess the need for additional resources and summon assistance as appropriate. Generally, the member initially dispatched to the scene will be responsible for the investigation and report, if required, unless responsibility is reassigned by a supervisor.

A supervisor should be called to the scene when the incident:

- (a) Is within the jurisdiction of this department and there is:
 - 1. A life-threatening injury.
 - 2. A fatality.
 - 3. A City vehicle involved.
 - 4. A City official or employee involved.
 - 5. An on- or off-duty member of this department involved.
- (b) Is within another jurisdiction and there is:
 - 1. A City of Elkhorn vehicle involved.
 - 2. A City of Elkhorn official involved.
 - 3. An on-duty member of this department involved.

501.3.1 MEMBER RESPONSIBILITIES

Best Practice

Upon arriving at the scene, the responding member should consider and appropriately address:

- (a) Traffic direction and control.

Elkhorn Police Department

Policy Manual

Traffic Crash Response and Reporting

- (b) Proper placement of emergency vehicles, cones, roadway flares, or other devices if available to provide protection for members, the public, and the scene.
- (c) First aid for any injured parties if it can be done safely.
- (d) The potential for involvement of hazardous materials.
- (e) The need for additional support as necessary (e.g., traffic control, emergency medical services, fire department, hazardous materials response, tow vehicles).
- (f) Clearance and cleanup of the roadway.

501.4 NOTIFICATION

Best Practice WILEAG - 6.2.4.9, 6.2.8.1, 1.7.4.2

If a traffic crash involves a life-threatening injury or fatality, the responding officer shall notify a supervisor or, if unavailable, the Shift Sergeant. The Shift Sergeant or any supervisor may assign a traffic investigator or other appropriate personnel to investigate the incident. The Shift Sergeant will ensure notification is made to the Captain, department command staff, and City Administrator in accordance with the Major Incident Notification Policy.

501.4.1 NOTIFICATION OF FAMILY

Best Practice

In the event of a life-threatening injury or fatality, the supervisor responsible for the incident should ensure notification of the victim's immediate family or coordinate such notification with the Medical Examiner, department chaplain, or another suitable person. Notification should be made as soon as practicable following positive identification of the victim.

The identity of any person seriously injured or deceased in a traffic crash should not be released until notification is made to the victim's immediate family.

501.5 MINIMUM REPORTING REQUIREMENTS

State

A crash report shall be taken when (Wis. Stat. § 346.70(4)(b)):

- (a) The crash originated or terminated on a traffic way, or public or private premises as outlined within Wis. Stat. § 346.66, and involved at least one motor vehicle in transport and resulted in any of the following (Wis. Stat. § 346.70):
 - 1. Injury or fatality of a person
 - 2. Total damage to one person's property that is reasonably believed to be \$1,000 or more
 - 3. Damage to government-owned property that is reasonably believed to be \$200 or more, except to government-owned vehicles, which is \$1,000 or more

Motor vehicle crashes that do not meet the above criteria are considered non-reportable and may be documented in a general information report in lieu of the WisDOT report form. The information contained in the general information report shall be sufficient to complete the WisDOT report form

Elkhorn Police Department

Policy Manual

Traffic Crash Response and Reporting

should it later be determined that the crash involved injuries or property damage that meet the state criteria of a reportable crash.

501.5.1 PRIVATE PROPERTY

State WILEAG - 6.2.7, 6.2.8.4, 6.2.8.1

Generally, reports should not be taken when a traffic crash occurs on private property unless it involves an injury or fatality, a hit-and-run violation, or other traffic law violation. Members may provide assistance to motorists as a public service, such as exchanging information and arranging for the removal of the vehicles.

501.5.2 CITY/COUNTY VEHICLE INVOLVED

Best Practice

A traffic crash report shall be taken when a City vehicle is involved in a traffic crash that results in property damage or injury.

A general information report may be taken in lieu of a traffic crash report at the direction of a supervisor when the incident occurs entirely on private property or does not involve another vehicle.

Whenever there is damage to a City vehicle, a vehicle damage report shall be completed and forwarded to the appropriate Division Commander. The traffic investigator or supervisor at the scene should determine what photographs should be taken of the scene and the vehicle damage.

501.5.3 INJURED ANIMALS

Best Practice

Department members should refer to the Animal Control Policy when a traffic crash involves the disposition of an injured animal.

501.5.4 TRAFFIC CRASHES INVOLVING DIPLOMATIC OR CONSULAR CONTACTS

Best Practice

When a member of this department investigates or receives a report of a traffic crash in which the operator of any vehicle involved in the crash displays a driver's license issued by the U.S. Department of State (DOS) or the person claims immunity or privilege under 22 USC § 254a through 22 USC § 258a, with respect to the operator's violation of any state traffic law or any local traffic law enacted by any local authority in accordance with Wis. Stat. § 349.06, the department member shall do the following (Wis. Stat. § 346.70(4)(i)):

- (a) As soon as practicable, contact the DOS Office of Foreign Missions (OFM) Diplomatic Security Command Center, Diplomatic Motor Vehicle Office to verify the status and immunity, if any, of the driver claiming diplomatic immunity.
- (b) Within 10 days after the date of the crash, forward a copy of the crash report to the DOS OFM Diplomatic Motor Vehicle Office.

501.6 INVESTIGATION

Best Practice

Elkhorn Police Department

Policy Manual

Traffic Crash Response and Reporting

When a traffic crash meets minimum reporting requirements the investigation should include, at a minimum:

- (a) Identification and interview of all involved parties.
- (b) Identification and interview of any witnesses.
- (c) A determination of whether a violation of law has occurred and the appropriate enforcement action.
- (d) Identification and protection of items of apparent evidentiary value.
- (e) Documentation of the incident as necessary (e.g., statements, measurements, photographs, collection of evidence, reporting) on the appropriate forms.

501.6.1 INVESTIGATION BY OUTSIDE LAW ENFORCEMENT AGENCY

Best Practice WILEAG - 11.1.3, 6.2.7.4

The Captain or on-duty Shift Sergeant should request that the Wisconsin State Patrol or other outside law enforcement agency investigate and complete a traffic crash investigation when a life-threatening injury or fatal traffic crash occurs within the jurisdiction of the Elkhorn Police Department and involves:

- (a) An on- or off-duty member of the Department.
 - 1. The involved member shall complete the department traffic crash form. If the member is unable to complete the form, the supervisor shall complete it.
- (b) An on- or off-duty official or employee of the City of Elkhorn Police Department.

Department members shall promptly notify a supervisor when any department vehicle is involved in a traffic crash. The crash investigation and report shall be completed by the agency having jurisdiction.

501.7 ENFORCEMENT ACTION

Best Practice WILEAG - 6.2.7.1, 11.1.1

After a thorough investigation in which physical evidence or independent witness statements indicate that a violation of a traffic law contributed to the crash, authorized members should issue a municipal citation or arrest the offending driver, as appropriate.

More serious violations, such as driving under the influence of drugs or alcohol, vehicular manslaughter, or other felonies, shall be enforced. If a driver who is subject to enforcement action is admitted to a hospital, a supervisor shall be contacted to determine the best enforcement option.

501.8 REPORTS

Best Practice WILEAG - 6.2.7.5, 6.2.7.2, 6.2.7.6, 6.2.7.3, 6.2.9, 6.2.7.1, 6.2.7.4

Department members shall utilize the written or automated report forms approved by WisDOT as required for the reporting of traffic crashes. All such reports shall be forwarded to the Captain for approval and filing.

Elkhorn Police Department

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Traffic Crash Response and Reporting

501.8.1 REPORT MODIFICATION

Best Practice

A change or modification of a written report that alters a material fact in the report may be made only by the member who prepared the report and only prior to its approval and distribution. Once a report has been approved and distributed, corrections shall only be made by way of a written supplemental report. A written supplemental report may be made by any authorized member.

If the modification is to add a fatality, a Wisconsin Motor Vehicle Fatal Accident Supplement Form shall be completed and a Transaction Information for the Management of Enforcement (TIME) administrative message sent to Motor Vehicle Fatality Reporting. A fatality is any injury received in a traffic crash that results in death within 30 days of the crash.

501.8.2 TRAFFICBUREAUMANAGER RESPONSIBILITIES

Best Practice

The responsibilities of the Captain include but are not limited to:

- (a) Ensuring the monthly and quarterly reports on traffic crash information and statistics are forwarded to the Field Operations Division Commander or other persons as required.
- (b) Forwarding the original written or automated format WisDOT report form for all reportable accidents to WisDOT within 10 days of the date of the crash (Wis. Stat. § 346.70(4)(a)).
- (c) Forwarding a copy of the WisDOT report form to the governing body where the crash occurred (Wis. Stat. § 346.70(4)(h)).
- (d) Review and analysis of traffic crash data to determine selective enforcement activities.
- (e) Traffic direction and control procedures.
- (f) Traffic crash and reporting procedures that include, at a minimum, protocol for the following crash conditions:
 1. Death or injury
 2. Hit and run
 3. Property damage only
 4. Damage to public vehicles or property
 5. Hazardous materials
 6. Occurrences on private property

Impaired Driving

504.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidance to those department members who play a role in the detection and investigation of operating while intoxicated (OWI).

504.2 POLICY

Best Practice MODIFIED

The Elkhorn Police Department is committed to the safety of the roadways and the community and will pursue fair but aggressive enforcement of Wisconsin's impaired driving laws.

When probable cause exists to believe that a person is operating a vehicle in violation of Wisconsin's impaired driving laws an arrest of the operator should be made.

504.3 INVESTIGATIONS

Best Practice MODIFIED

Officers are trained in the visual detection of impaired drivers and are expected to remain vigilant for signs of impairment when contacting motorists involved in traffic crashes and during traffic stops; and shall enforce impaired driving laws with due diligence.

504.3.1 FIELD TESTS

Agency Content

Unless the driver is uncooperative or physically unable to perform, the officer should have the operator perform the three Standardized Field Sobriety Tests (SFST):

- Horizontal Gaze Nystagmus (HGN)
- Walk and Turn (WAT)
- One Leg Stand (OLS)

Other alternate tests may be used in addition to the three mentioned when investigating violations of OWI laws.

504.3.2 PRELIMINARY BREATH TEST

Agency Content

An officer who has probable cause to believe that a person has committed a violation of Wisconsin's impaired driving laws or where the officer detects any presence of alcohol, a controlled substance or any other drug on a person operating a commercial motor vehicle, may request that the person submit to a preliminary breath test (PBT). The result of the PBT may be used by the officer in deciding whether to arrest the person and whether to require or request additional chemical testing under Wis. Stat. §343.305(3). A person may refuse to take the PBT (Wis. Stat. § 343.303).

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Impaired Driving

504.3.3 ARREST

Agency Content

Based on the totality of the circumstances the officer will decide if there is probable cause to arrest. The officer will take into consideration the circumstances that brought the driver/operator to the attention of the officer, e.g. traffic crash, unusual driving behavior, witness statements, etc. The officer will also take into consideration any signs of impairment of the driver/operator, performance (or refusal) of SFST, other tests and observations.

If probable cause exists to believe that a person was driving/operating a vehicle in violation of Wisconsin's impaired driving laws an arrest of the driver/operator shall be made. The officer should inform the driver/operator that he/she is under arrest and safely transport the arrestee to the police department and/or to an authorized testing facility. The officer should check the driver's/operator's driving record and CHRI to determine if the number of prior offenses the driver/operator may have.

504.3.4 VEHICLE

Agency Content

The officer will secure the arrestee's vehicle and its contents prior to leaving the scene. The vehicle may be left legally parked on a public street or parking lot. If the vehicle is illegally parked or parked on private property, the vehicle may be moved if consent can be obtained from the driver/owner or if permission is obtained from an individual in control of the private property the vehicle may remain parked. In addition, with the driver's/owner's consent the vehicle may be turned over to a sober individual, with a valid operators license, to be removed. If the vehicle cannot be legally parked, the vehicle may be towed.

This does not mandate release if the vehicle is to be seized as evidence.

504.3.5 ARRESTEE RELEASE

Agency Content

If allowed by the rules of the court, a person arrested for OWI may be released to a responsible adult. The individual to whom the person is released is required to sign an OWI Responsibility Release containing his/her name and address, and that he/she will be responsible for the person.

A person arrested for OWI who is unable to be released to a responsible adult may not be released until 12 hours have elapsed or until a chemical test administered under Wis. Stat. § 343.305 shows a blood alcohol content of less than 0.04 (Wis. Stat. § 345.24).

504.3.6 CRASHES

Agency Content

Officers investigating a person for OWI shall make all reasonable efforts to obtain a chemical sample if the person was involved in a crash that resulted in a fatality or serious physical injury (Wis. Stat. § 343.305(2)).

504.4 CHEMICAL TESTS

State WILEAG - 6.2.6.3

Elkhorn Police Department

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Impaired Driving

A person implies consent under Wisconsin law to a chemical test or tests, and to providing the associated chemical sample, under any of the following (Wis. Stat. § 343.305):

- (a) The officer has arrested the person for operating a motor vehicle while under the influence of an intoxicant, controlled substance, or any other drug.
- (b) The officer has arrested the person for operating a motor vehicle with a detectable amount of a restricted controlled substance in the person's blood.
- (c) The officer has arrested the person for operating a motor vehicle with a prohibited alcohol concentration.
- (d) The officer has arrested a person under the age of 21 who has any detectable amount of alcohol in his/her system.
- (e) The officer has arrested a person who was operating a commercial motor vehicle while having an alcohol concentration of 0.04 or more.
- (f) The officer has arrested the person for causing injury to another person while OWI or with a prohibited alcohol concentration or a detectable amount of a restricted controlled substance in his/her blood.
- (g) The officer has arrested the person for causing injury to another person while operating a commercial motor vehicle with an alcohol concentration of 0.04 or more.
- (h) The officer has arrested the person for a violation of Wis. Stat. § 940.25 (injury by intoxicated use of a vehicle).
- (i) The officer has arrested the person for a violation of Wis. Stat. § 940.09 (homicide by intoxicated use of vehicle or firearm).
- (j) The person was involved in an accident resulting in substantial bodily harm to any person and the officer detects any presence of alcohol, a controlled substance, a controlled substance analog, or other drug (Wis. Stat. § 343.305(3)(ar)).
- (k) The person is unconscious or otherwise not capable of withdrawing consent and the officer has probable cause to believe that the person was OWI or caused great bodily injury or death of another (Wis. Stat. § 343.305(3)(b)).

If a person withdraws this implied consent the officer should consider implied consent revoked and proceed as though the person has refused to provide a chemical sample.

504.4.1 BREATH SAMPLES

Best Practice | **WILEAG - 11.1.2, 6.2.6.3, 1.7.3**

The Captain should ensure that all devices used for the collection and analysis of breath samples are properly serviced and tested, and that a record of such service and testing is properly maintained.

Officers obtaining a breath sample should monitor the device for any sign of malfunction. Any anomalies or equipment failures should be noted in the appropriate report and promptly reported to the Captain.

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504.4.2 QUALITY ASSURANCE

Best Practice

This department shall utilize a quality assurance program conducted by quality assurance specialists or operators regarding devices that are used to conduct alcohol concentration determinations, and shall generate records of periodic maintenance of those devices pursuant to any applicable state law (Wis. Stat. § 343.305(6)).

504.4.3 BLOOD SAMPLES

State WILEAG - 11.1.2, 6.2.6.3

Only persons authorized by law to draw blood shall collect blood samples (Wis. Stat. § 343.305(5)(b)). The blood draw should be witnessed by the assigned officer. No officer, even if properly certified, should perform this task (Wis. Stat. § 343.305(5)(b)).

Officers should inform an arrestee that if he/she chooses to provide a blood sample, a separate sample can be drawn for alternate testing. Unless medical personnel object, two samples should be drawn and retained as evidence, so long as only one puncture is required.

The blood sample shall be packaged, marked, handled, stored and transported as required by the testing facility.

If an arrestee cannot submit to a blood draw because he/she has a bleeding disorder or has taken medication that inhibits coagulation, he/she shall not be required to take a blood test. Such inability to take a blood test should not be considered a refusal. However, that arrestee may be required to complete another available and viable test.

504.4.4 URINE SAMPLES

Best Practice WILEAG - 11.1.2, 6.2.6.3

If a urine test will be performed, the arrestee should be promptly transported to the appropriate testing site. The officer shall follow any directions accompanying the urine evidence collection kit.

Urine samples shall be collected and witnessed by an officer or jail staff member of the same sex as the individual giving the sample. The arrestee tested should be allowed sufficient privacy to maintain his/her dignity, to the extent possible, while still ensuring the accuracy of the sample.

The sample shall be packaged, marked, handled, stored and transported as required by the testing facility.

504.4.5 STATUTORY NOTIFICATIONS

State WILEAG - 6.2.6.3, 1.7.3

An officer requesting that a person submit to a chemical test shall read to the person the mandatory statutory warning provided by Wis. Stat. § 343.305(4).

504.4.6 ADDITIONAL TESTING

State MODIFIED WILEAG - 6.2.6.3

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If a person submits to a chemical test requested pursuant to the implied consent law, he/she is entitled to a reasonable opportunity, upon request, to have additional chemical testing done (Wis. Stat. § 343.305(5)).

504.4.7 OFFICER RESPONSIBILITIES

Agency Content

If a chemical test indicates the presence of a controlled substance or a prohibited alcohol concentration, the officer shall forward the result to WisDOT (Wis. Stat. § 343.305(7)). The person shall be informed that his/her driving privilege will be administratively suspended for six months and that the person has the right to an administrative hearing. The form to request the administrative review shall be provided to the person (Wis. Stat. § 343.305(8)). If the person was operating a commercial motor vehicle, the officer shall also issue the person an out-of-service order.

504.5 REFUSALS

State **MODIFIED** **WILEAG - 6.2.6.6**

When an arrestee refuses to provide a chemical sample, officers should:

- (a) Audio- and/or video-record the admonishment and the response when it is practicable.
- (b) Document the refusal in the appropriate report.

504.5.1 STATUTORY NOTIFICATIONS UPON REFUSAL

State **WILEAG - 6.2.6.6**

Upon refusal to submit to a chemical test as required by law, officers shall serve the person with the notice of intent to revoke the person's operating privilege (Wis. Stat. § 343.305).

The officer shall forward copies of the notice to the appropriate prosecuting attorney, as well as the Wisconsin Department of Transportation (WisDOT), in the manner prescribed by WisDOT. If the person was operating a commercial motor vehicle, the officer shall issue the person a 24-hour out-of-service order (Wis. Stat. § 343.305(9)).

504.5.2 BLOOD SAMPLE WITHOUT CONSENT

Best Practice **WILEAG - 6.2.6.3**

A blood sample may be obtained from a person who refuses a chemical test when any of the following conditions exist:

- (a) A search warrant has been obtained.
- (b) The officer can articulate that exigent circumstances exist, the person has been arrested for OWI, the officer reasonably believes that a chemical test will reveal evidence of intoxication, and no reasonable objection to the withdrawal has been presented by the arrestee. Exigency does not exist solely because of the short time period associated with the natural dissipation of alcohol or controlled or prohibited

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substances in the person's bloodstream. Exigency can be established by the existence of special facts, such as a lengthy delay in obtaining a blood sample due to an accident investigation or medical treatment of the person.

504.5.3 FORCED BLOOD SAMPLE

Best Practice **WILEAG - 6.2.6.3, 11.1.3**

If an arrestee indicates by word or action that he/she will physically resist a blood draw, the officer should request a supervisor to respond.

The responding supervisor should:

- (a) Evaluate whether using force to obtain a blood sample is appropriate under the circumstances.
- (b) Ensure that all attempts to obtain a blood sample through force cease if the person agrees to, and completes, a viable form of testing in a timely manner.
- (c) Advise the person of his/her duty to provide a sample (even if this advisement was previously done by another officer), and attempt to persuade the individual to submit to such a sample without physical resistance. This dialogue should be recorded on audio and/or video when practicable.
- (d) Ensure that the blood sample is taken in a medically approved manner.
- (e) Ensure the forced blood draw is recorded on audio and/or video when practicable.
- (f) Monitor and ensure that the type and level of force applied appears reasonable under the circumstances.
 - 1. Unless otherwise provided in a warrant, force should generally be limited to handcuffing or similar restraint methods.
 - 2. In first-time OWI and misdemeanor cases, if the arrestee becomes violent or more resistant, no additional force will be used and a refusal should be noted in the report.
 - 3. In felony cases, force which reasonably appears necessary to overcome the resistance to the blood draw may be permitted.
- (g) Ensure the use of force and methods used to accomplish the collection of the blood sample are documented in the related report.

If a supervisor is unavailable, officers are expected to use sound judgment and perform as a responding supervisor, as set forth above.

504.5.4 OFFICER ACCESS TO ADDITIONAL SAMPLE

State **WILEAG - 6.2.6.6**

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If a person refuses to submit to a chemical test but has had a sample of blood, urine or other bodily substance taken for any reason, the officer may obtain a portion of that sample sufficient for analysis or may request that a sample be available as allowed by law (Wis. Stat. § 905.04(4)(f)).

504.6 RECORDS SECTION RESPONSIBILITIES

State

The Confidential Secretary will ensure that all case-related records are transmitted according to current records procedures and as required by the prosecuting attorney's office and WisDOT (Wis. Stat. § 343.305(7); Wis. Stat. § 343.305(8); Wis. Stat. § 343.305(9)).

504.7 ADMINISTRATIVE HEARINGS

Best Practice

The Confidential Secretary will ensure that all appropriate reports and documents related to administrative license suspensions are reviewed and forwarded to WisDOT.

Any officer who receives notice of required attendance at an administrative license suspension hearing should promptly notify the prosecuting attorney.

An officer called to testify at an administrative hearing should document the hearing date and WisDOT file number in a supplemental report. Specific details of the hearing generally should not be included in the report unless errors, additional evidence or witnesses are identified.

504.8 REPORTING

Agency Content

In addition to all WisDOT forms that are required to be completed, an officer should complete an incident report narrative. Information that should be documented includes, at a minimum:

- (a) The SFST administered and the results.
- (b) The officer's observations that indicate impairment on the part of the individual, and the officer's health-related inquiries that may help to identify any serious health concerns (e.g., diabetic shock).
- (c) Sources of additional information (e.g., reporting party, witnesses) and their observations.
- (d) Information about any audio and/or video recording of the individual's driving or subsequent actions.
- (e) The location and time frame of the individual's vehicle operation and how this was determined.
- (f) Any prior related convictions in Wisconsin or another jurisdiction.

504.9 TRAINING

Best Practice **MODIFIED**

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The Chief of Police should ensure that officers participating in the enforcement of OWI laws receive regular training. Training should include, at minimum, current laws on impaired driving, investigative techniques and rules of evidence pertaining to OWI investigations. The Chief of Police should confer with the prosecuting attorney's office and update training topics as needed.

Sexual Assault Investigations

601.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish guidelines for the investigation of sexual assaults. These guidelines will address some of the unique aspects of such cases and the effects that these crimes have on the victims.

Mandatory notifications requirements are addressed in the Child Abuse and Adult Abuse policies.

601.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Sexual assault - Any crime or attempted crime of a sexual nature, to include, but not limited to, offenses defined in Wis. Stat. § 940.22(2); Wis. Stat. § 940.225; Wis. Stat. § 948.02; Wis. Stat. § 948.025; Wis. Stat. § 948.05; Wis. Stat. § 948.06; Wis. Stat. § 948.085; and Wis. Stat. § 948.095.

Sexual Assault Response Team (SART) - A multidisciplinary team generally comprised of advocates, law enforcement officers, forensic medical examiners, including sexual assault forensic examiners (SAFEs) or sexual assault nurse examiners (SANEs) if possible, forensic laboratory personnel and prosecutors. The team is designed to coordinate a broad response to sexual assault victims.

601.2 POLICY

Best Practice

It is the policy of the Elkhorn Police Department that its members, when responding to reports of sexual assaults, will strive to minimize the trauma experienced by the victims, and will aggressively investigate sexual assaults, pursue expeditious apprehension and conviction of perpetrators, and protect the safety of the victims and the community.

601.3 QUALIFIED INVESTIGATORS

Best Practice

Qualified investigators should be available for assignment of sexual assault investigations. These investigators should:

- (a) Have specialized training in, and be familiar with, interview techniques and the medical and legal issues that are specific to sexual assault investigations.
- (b) Conduct follow-up interviews and investigation.
- (c) Present appropriate cases of alleged sexual assault to the prosecutor for review.
- (d) Coordinate with other enforcement agencies, social service agencies and medical personnel as needed.
- (e) Provide referrals to therapy services, victim advocates and support for the victim.

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Sexual Assault Investigations

- (f) Participate in or coordinate with the SART or other multidisciplinary investigative teams as applicable.

601.4 REPORTING

Best Practice

In all reported or suspected cases of sexual assault, a report should be written and assigned for follow-up investigation. This includes incidents in which the allegations appear unfounded or unsubstantiated.

601.4.1 VICTIM INTERVIEWS

Best Practice

The primary considerations in sexual assault investigations, which begin with the initial call to the Dispatch Center, should be the health and safety of the victim, the preservation of evidence, and preliminary interviews to determine if a crime has been committed and to attempt to identify the suspect.

Whenever possible, a member of the SART should be included in the initial victim interviews.

An in-depth follow-up interview should not be conducted until after the medical and forensic examinations are completed and the personal needs of the victim have been met (e.g., change of clothes, bathing). The follow-up interview may be delayed to the following day based upon the circumstances. Whenever practicable, the follow-up interview should be conducted by a qualified investigator.

No opinion of whether the case is unfounded should be included in a report.

601.4.2 POLYGRAPH EXAMINATIONS

State

Victims shall not be asked or required to take a polygraph examination nor shall an officer suggest a victim submit to a polygraph or provide the victim with any information regarding tests using polygraphs unless the victim requests information (34 USC § 10451; Wis. Stat. § 968.265).

601.4.3 VICTIM CONFIDENTIALITY

State

Victims should be apprised of applicable victim's rights provisions, as outlined in the Victim and Witness Assistance Policy.

601.5 COLLECTION AND TESTING OF BIOLOGICAL EVIDENCE

Best Practice **WILEAG - 11.1.2, 11.1.5.2**

Whenever possible, a SART member should be involved in the collection of forensic evidence from the victim.

When the facts of the case indicate that collection of biological evidence is warranted, it should be collected regardless of how much time has elapsed since the reported assault.

Sexual Assault Investigations

If a drug-facilitated sexual assault is suspected, urine and blood samples should be collected from the victim as soon as practicable.

Biological evidence from all sexual assault cases, including cases where the suspect is known by the victim, should be submitted for testing.

Victims who choose not to assist with an investigation, do not desire that the matter be investigated or wish to remain anonymous may still consent to the collection of evidence under their control. In these circumstances, the evidence should be collected and stored appropriately.

601.5.1 COLLECTION AND TESTING REQUIREMENTS

State

All evidence from cases where the suspect is a stranger to the victim shall be transmitted in a timely manner to the proper forensics lab for processing all relevant biological evidence (Wis. Stat. § 175.405).

Additional guidance regarding evidence retention and destruction is found in the Property and Evidence Section Policy.

601.5.2 DNA TEST RESULTS

Best Practice

Members investigating sexual assault cases should notify victims of any DNA test results as soon as reasonably practicable.

A SART member should be consulted regarding the best way to deliver biological testing results to a victim so as to minimize victim trauma, especially in cases where there has been a significant delay in getting biological testing results (e.g., delays in testing the evidence or delayed DNA databank hits). Members should make reasonable efforts to assist the victim by providing available information on local assistance programs and organizations as provided in the Victim and Witness Assistance Policy.

Members investigating sexual assaults cases should ensure that DNA results are entered into databases when appropriate and as soon as practicable.

601.6 DISPOSITION OF CASES

Best Practice

If the assigned investigator has reason to believe the case is without merit, the case may be classified as unfounded only upon review and approval of the Investigation Unit supervisor.

Classification of a sexual assault case as unfounded requires the Investigation Unit supervisor to determine that the facts have significant irregularities with reported information and that the incident could not have happened as it was reported. When a victim has recanted his/her original statement, there must be corroborating evidence that the allegations were false or baseless (i.e., no crime occurred) before the case should be determined as unfounded.

Sexual Assault Investigations

601.7 CASE REVIEW

Best Practice

The Investigation Unit supervisor should ensure cases are reviewed on a periodic basis, at least annually, using an identified group that is independent of the investigation process. The reviews should include an analysis of:

- Case dispositions.
- Decisions to collect biological evidence.
- Submissions of biological evidence for lab testing.

The SART and/or victim advocates should be considered for involvement in this audit. Summary reports on these reviews should be forwarded through the chain of command to the Chief of Police.

601.8 RELEASING INFORMATION TO THE PUBLIC

Best Practice

In cases where the perpetrator is not known to the victim, and especially if there are multiple crimes where more than one appear to be related, consideration should be given to releasing information to the public whenever there is a reasonable likelihood that doing so may result in developing helpful investigative leads. The Investigation Unit supervisor should weigh the risk of alerting the suspect to the investigation with the need to protect the victim and the public, and to prevent more crimes.

601.9 TRAINING

Best Practice

Subject to available resources, periodic training should be provided to:

- (a) Members who are first responders. Training should include:
 1. Initial response to sexual assaults.
 2. Legal issues.
 3. Victim advocacy.
 4. Victim's response to trauma.
- (b) Qualified investigators, who should receive advanced training on additional topics. Advanced training should include:
 1. Interviewing sexual assault victims.
 2. SART.
 3. Medical and legal aspects of sexual assault investigations.
 4. Serial crimes investigations.
 5. Use of community and other federal and state investigative resources, such as the Violent Criminal Apprehension Program (ViCAP).
- (c) Techniques for communicating with victims to minimize trauma.

**INGRESS AND EGRESS
EASEMENT AGREEMENT**

Document Number

Document Name

THIS INGRESS AND EGRESS EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2018, by and between the City of Elkhorn, a Wisconsin municipal corporation (“Parcel A Owner”), Elkhorn Area School District (“Parcel B Owner”), and Walworth County Agricultural Society, Inc. (“Parcel C Owners”).

RECITALS

WHEREAS, Parcel A Owner is the owner of certain real property located in the City of Elkhorn, Walworth County, Wisconsin, known as Tax Key No. YU NE 00013B, and referenced in this Agreement as “Parcel A.”

WHEREAS, Parcel B Owner is the owner of certain real property located in the City of Elkhorn, Walworth County, Wisconsin, as described on the attached Exhibit A, incorporated herein, and referred to on Exhibit B and in this Agreement as “Parcel B.”

WHEREAS, Parcel C Owner is the owner of certain real property located in City of Elkhorn, Walworth County, Wisconsin, known as Tax Key No. YU NE 00013, and referenced in this Agreement as “Parcel C.”

WHEREAS, Parcel B Owner is willing to create an easement over the portion of Parcel B to enable Parcel A Owner and Parcel C Owner to utilize the existing roadway (“Roadway”) as depicted on the Easement Exhibit attached hereto as Exhibit B and as described on the attached Exhibit C (“Easement Property”), under the terms of this Agreement.

WHEREAS, the Parties have agreed to grant and to accept the desired easements, pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and restrictions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the following grants, agreements, covenants, and restrictions are hereby made:

1. **Incorporation.** The preamble and recitals above are incorporated herein.
2. **Parcel A Grant.** Parcel B Owner hereby grants a nonexclusive easement and right-of-way to Parcel A Owner, and Parcel A Owner’s successors, assigns, and invitees (“Parcel A Guests”), to utilize the Roadway for pedestrian and vehicular (which shall mean light truck/car traffic only) for ingress and egress to Market Street on, over, under, and across the Easement Property located on Parcel B.
3. **Parcel C Grant.** Parcel B Owner hereby grants a nonexclusive easement and right-of-way to Parcel C Owner, and Parcel C Owner’s successors, assigns, and invitees (“Parcel C Guests”), to utilize the Roadway for pedestrian and vehicular (which shall mean light truck/utility trucks, emergency vehicles/car

Recording Area

Name and Return Address

Theodore N. Johnson
Godfrey, Leibsle, Blackburn & Howarth, S.C.
354 Seymour Court
Elkhorn, WI 53121

YU NE 00013B, YA48020001, and YU NE 00013
Parcel Identification Number (PIN)

traffic only) for ingress and egress to Market Street on, over, under, and across the Easement Property located on Parcel B.

4. **Permitted Users.** The easement granted in Section 2 and 3, above, may be used by Parcel B Owner, as well as its agents, employees, guests, licensees, and invitees (collectively "Parcel B Guests"). No Parking shall be permitted on the Easement Property.

5. **Repair and Maintenance Expense.** Parcel B Owner shall bear all repair and maintenance expense. Parcel B Owner shall be responsible for all of the expenses of maintaining, repairing, and removing snow and debris from the Roadway. However, if either Parcel A Owner/Parcel A Guests or Parcel C Owner/Parcel C Guests damage the Roadway, then in that instance, the repairs shall be at the cost of the party responsible for damage. If the parties are unable to agree within ten (10) days of a written request by Parcel B Owner regarding the need for the repair due to damage by the responsible party, then the matter shall be referred, upon either party's request, to arbitration.

6. **Indemnity.** Parcel A Owner and Parcel C Owner shall indemnify, hold harmless, and defend Parcel B Owners, and their successors, assigns, officers, agents, and employees, from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, without limitations, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B by Parcel A Owner or Parcel C Owner or Parcel A Guests.

7. **Insurance.** Each of Parcel A Owner, Parcel B Owner, and Parcel C Owner ("Insuring Party") shall maintain in effect at all times during the term of this Agreement a policy of liability insurance naming the other party, and any other party designated by the other party (collectively, "Insured Party") as the insured, to insure against injury to property, person, or loss of life arising out of the use of the Easement Property or Roadway by the Insuring Party or such party's guests, with limits of coverage that are at levels customarily maintained on residential properties in the community in which the Easement Property is located. For each year in which this Agreement is in effect, each Insuring Party shall provide the Insured Party with a copy of such Insuring Party's policy endorsement or wording showing that the Insured Party has been added as an additional insured. Insurance required of each Insuring Party under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin, and shall be satisfactory in all respects to the Insured Party. Each Insuring Party shall deliver to the Insured Party a copy of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to the Insured Party. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to the Insured Party. At least 30 days before the expiration of such Insuring Party's policies, such Insuring Party shall furnish the Insured Party with renewals or "binders" of the policy, or the Insured Party may order such insurance and charge the cost to the Insuring Party. Neither Insuring Party shall do or permit anything to be done that will invalidate the insurance policies furnished by such Insuring Party. The Insured Party may from time to time require that the policy limits of the Insuring Party's insurance be increased to reflect the effects of inflation and changes in normal insurance practice.

8. **Equal Rights of Use.** Parcel A Owner, Parcel B Owner, and Parcel C Owner shall have equal rights of ingress and egress over the Roadway and shall take no action to prevent the other party's enjoyment of such rights.

9. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land, and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner, Parcel B Owner, and Parcel C Owner and their respective heirs, personal representatives, successors, and assigns. The easement granted under Section 2 and 3, above, is an easement appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. Furthermore, the benefits of the easement granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel C without the written consent of Parcel B Owner. The specific parties named as Parcel A Owner, Parcel B Owner, and Parcel C Owner in this Agreement, and each of their respective heirs, personal representatives, successors, and assigns, as fee simple owners of Parcel A, Parcel B, and Parcel C, respectively, or any portion of Parcel A, Parcel B or Parcel C, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A, Parcel B or Parcel C, respectively; except, however, for obligations that accrued during the party's period of ownership of title.

10. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner or Parcel C Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

12. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Walworth County, Wisconsin.

13. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

14. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

16. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

17. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner, Parcel B, and Parcel C Owners agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Roadway, whether by express grant, implication, or prescription, including, without limitation, the posting of “Private Road” or “No Trespassing” signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

(Signature pages follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

PARCEL A OWNER:
City of Elkhorn

By: Howie Reynolds, its Mayor

By: Carrie Virrueta, its Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 2018, the above-named Howie Reynolds and Carrie Virrueta, to me known to be the Mayor and City Clerk, respectively of City of Elkhorn, a Wisconsin municipal corporation, and to be the person who executed the foregoing document and acknowledged the same.

Notary Public, Walworth County, WI
My Commission Expires:

PARCEL B OWNER:
Elkhorn Area School District

By: Matt O'Donell
Elkhorn School Board President

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 2018, the above-named Matt O'Donell, to me known to be the President of the Elkhorn School Board for the Elkhorn Area School District, and to be the person who executed the foregoing document and acknowledged the same.

Notary Public, Walworth County, WI
My Commission Expires:

PARCEL C OWNER:
Walworth County Agricultural Society, Inc.

By: Bill Thompson, its President

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, 2018, the above-named David Adams, to me known to be the President of the Walworth County Agricultural Society, Inc., and to be the person who executed the foregoing document and acknowledged the same.

Notary Public, Walworth County, WI
My Commission Expires:

Drafted by:

Theodore N. Johnson
GODFREY, LEIBSLE,
BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 723-5121

T:\W\Walworth Co Agricultural Society\Easement - EASD - Market Street\ingress and egress easement agreement.docx

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL B

(ELKHORN AREA SCHOOL DISTRICT)

Lot 1 of Certified Survey Map No. 4802 as recorded in Certified Survey Maps in Volume 32 of Records at pages 64-69 as Document No. 974936 on September 7, 2018 in the office of the Register of Deeds for Walworth County, being part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and all of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$, all in Section 31, Township 3 North, Range 17 East, City of Elkhorn, Walworth County, Wisconsin.

Tax Key No.: YA480200001

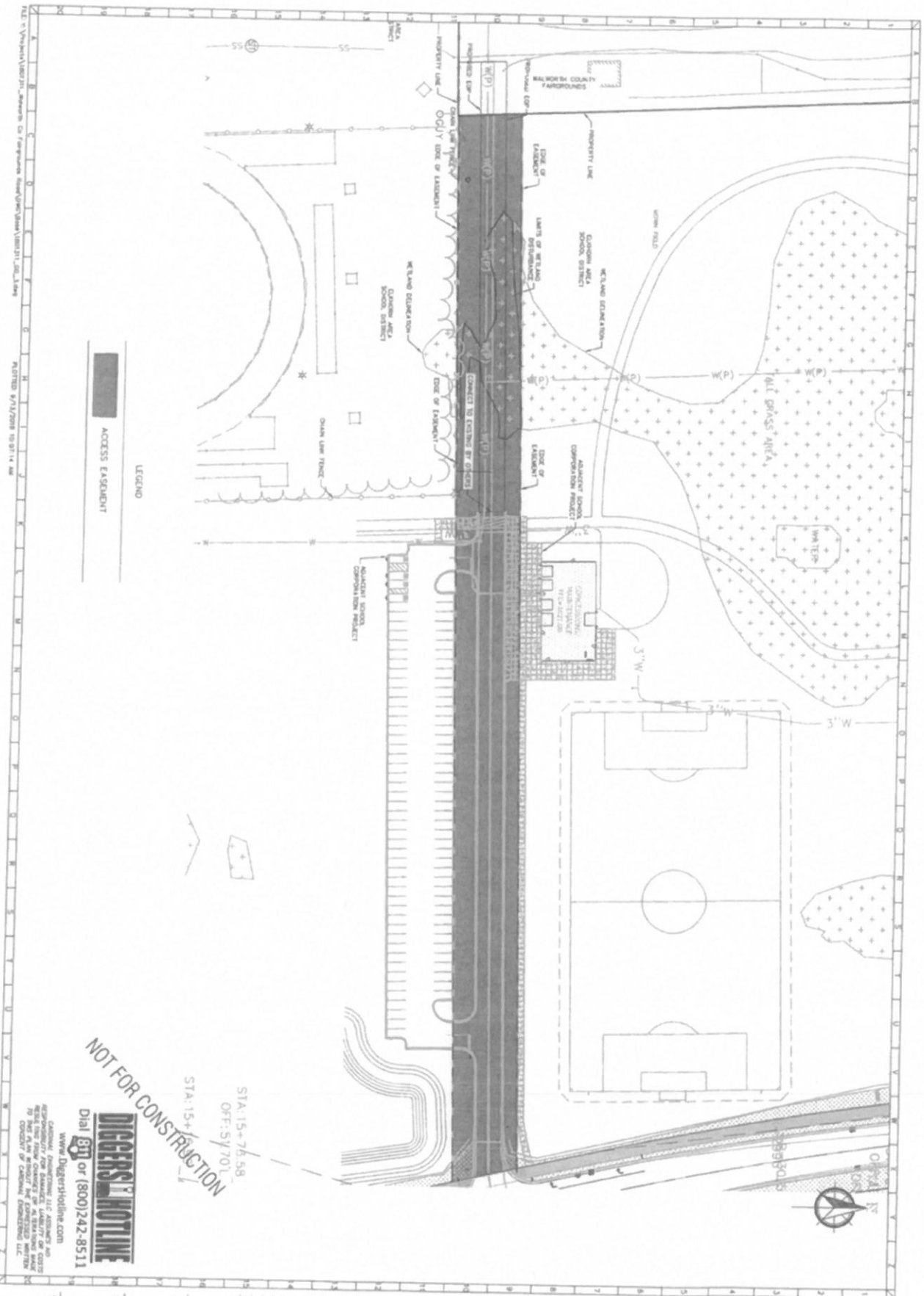
EXHIBIT B

DEPICTION OF EASEMENT AREA

NOTE: Please be advised that Grantor(s) hereby directs viewers to ignore the printed text material on the following page. Only the spatial relationships of the illustrations on the page are being presented for your information.

Dated this _____ day of _____, 2018.

By: Atty. Theodore N. Johnson, Agent for Grantor



FILE: \\V:\M\140821_04.dwg Date: 8/17/2018 10:21:14 AM

NOT FOR CONSTRUCTION

STA: 15+76.58
OFF: 51.701

STA: 15+
OFF: 51.701

DIGERS!NOTLINE
Dial 811 or (800)242-8511
www.Digers!notline.com

CLIENT	WALNORTH COUNTY FAIRGROUNDS
PROJECT	WATER TOWER ACCESS ROAD
	CITY OF ELKHORN, WISCONSIN
	201 BROAD STREET, SUITE B LAKE GENEVA, WI 53147
	262-757-8776
	CARDINALENGINEERINGWI.COM

DRAWING	C-1
SHEET NUMBER	1 OF 1

NO. OF REVISIONS	DATE
RELEASE	
PRELIMINARY	
DRAWING TITLE	EXHIBIT

SCALE	1" = 40'
PROJECT NUMBER	140821
DATE	8/17/2018
DESIGNED BY	ENC

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

Being part of Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 3 North, Range 17 East, City of Elkhorn, more particularly described as follows:

Beginning at the Northeast corner of said Southeast $\frac{1}{4}$ of Section 31; thence $S88^{\circ}49'43''$ W, along the north line of said Southeast $\frac{1}{4}$ of Section 31, a distance of 2009.27' to a point; Thence $S02^{\circ}34'28''$ E, along the west line of the Elkhorn School district property, a distance of 1080.03', to the southeast corner of the City of Elkhorn's Water Tower property, being the Point of Beginning of said Easement; Thence $S88^{\circ}31'57''$ W, along the south property line of said City of Water Tower property, a distance of 200.00 to the Southwest property corner of said Water tower property; Thence $N02^{\circ}34'28''$ W, along to west line of said Water Tower property a distance of 60', to a point; Thence $N88^{\circ}31'57''$, a distance of 200.06' on the said west property line of the Elkhorn School district's property; Thence $N88^{\circ}31'57''$ E, 1000.57', to point on the west right-of-way line of East Market Street; Thence $S12^{\circ}53'48''$ E, 62.04', along said west right-of-way'; Thence $S88^{\circ}31'57''$ W, a distance of 1011.71 feet, to the Point of Beginning.

MEMORANDUM TO THE CITY OF ELKHORN

To: Sam Tapson
Cc: Matt Lindstrom, Greg Calhoun
From: Mike Timmers *MGT*
Date: November 7, 2018
Re: Contract Change Order request #1 for Ram's Contracting, Ltd.
Market Street Extension

Attached please find a copy of Contract Change Order #1 for the **Market Street Extension** construction project.

This Change Order amount of \$90,506.26 includes unforeseen additional work that was required to complete the project. If you recall at the beginning of this project, in addition to this change order there were some quantity overruns that were expected and discussed with the City. At the time, it was expected that the total cost of this project would be increased and that these additional quantities would result in about \$360,000 extra, or less. As a result of the enclosed change order, and these additional quantity overruns, the projected total cost of this project looks to be about \$2,401,228 or less. In other words, the total cost of the project overrun will be about \$352,430.

The final cost will be known soon, when all quantity reviews can be completed by the Contractor's and the Engineer.

Also, due to the project start being delayed in the Fall of 2017, primarily due to ACOE (Army Corps of Engineers) permitting delays, this change order request is to officially extend the length of contract time to a Substantial Completion of August 23, 2018. This allowed the work to be done during a drier time of the year.

Please let me know if you have any questions or comments!

Thank you!

City of Elkhorn – Market Street Extension
Justification of Price for Contract Change Order #1

Item #1.01, Cut Sheet Piles – Plaza Parking Lot, Sanitary MH #1:

- A. Description: The sheet piles that were placed to perform the Sanitary Sewer work were temporarily sticking out of the ground in the Plaza Parking Lot. Due to a business celebration scheduled in the parking lot, the City decided to have the sheet piles cut down to existing grade elevation and buried with gravel to open the parking area to the public in a safe manner. This work included excavating to expose the sheet piles below existing grade elevation, cutting the sheet piles, covering the sheet piles with gravel, and finish grading the gravel to provide a smooth surface.
- B. Method of Measurement: This work shall be measured as lump sum (LS) completed and accepted in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.02, 9-Bag Concrete – Geneva St:

- A. Description: The City decided to pour the Geneva Street sanitary crossing concrete pavement patch with a faster-curing 9-Bag High-Early Concrete in order to re-open the road to traffic as quickly as possible.
- B. Method of Measurement: This work shall be measured as square yard (SY) completed and accepted in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.03, Drilled Dowel Bars – Geneva St:

- A. Description: Dowel Bars were drilled into the existing concrete pavement within the Geneva Street concrete pavement patch, at the sanitary crossing location, to tie the new concrete patch into the existing concrete pavement.
- B. Method of Measurement: This work shall be measured as EACH completed and accepted in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.04, Dowel Bar Baskets – Geneva St:

- A. Description: Dowel Bar Baskets were placed in the Geneva Street concrete pavement patch, at the sanitary crossing location, at the joints of the new concrete pavement.
- B. Method of Measurement: This work shall be measured as linear foot (LF) completed and accepted in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.05, Sanitary MH Tie-ins – High School two MH's:

A. Description: This work was necessary to allow the flow of the existing sanitary to flow into the newly placed sanitary system. The work included removal of some of the existing concrete bench in the manhole to allow flow into the new system, blocking off the existing pipe to stop the flow from going into the existing pipe, mortaring the pipe joints, and general cleanup to complete the work.

B. Method of Measurement: This work shall be measured as lump sum (LS) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.06, On-Site Borrow Removal – Market St:

A. Description: This work was required to remove the majority of the pile of spoil material from the adjacent project, the EASD project. This material was planned to be used on the Market Street project, but it was determined to be non-conforming for use beneath the new roadway. Some of the material was used in areas where structural integrity was not necessary (outside of the roadway). The remaining was hauled off site.

B. Method of Measurement: This work shall be measured per load (LOAD) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.07, TRM's for Pond Spillways – Market St:

A. Description: The Turf Reinforcement Mat (TRM) was used instead of the planned rip-rap at the spillway locations of the four ponds that were placed on this project, per City recommendation. Overall, there is a very slight cost savings by using this product and, after further review, the City preferred this method for this project.

B. Method of Measurement: This work shall be measured as square yard (SY) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.08, Pavement Marking Paint – Plaza Parking Lot:

A. Description: The existing pavement striping was re-painted back to its original condition after the sanitary sewer work and the asphalt paving patch was completed in the existing Plaza Parking Lot on the south side of E. Geneva Street.

B. Method of Measurement: This work shall be measured as lump sum (LS) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.09, CREDIT – HMA Plaza Parking Lot:

A. Description: The City and the Contractor agreed to a CREDIT to reduce the bid item unit price per ton for the placement of HMA (Hot Mix Asphalt) due to the increased quantity necessary from the original bid planned amount.

B. Method of Measurement: This work shall be measured per ton (TON) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.10, CREDIT – Erosion Mat for Sanitary Work:

A. Description: The City and the Contractor agreed to a CREDIT to reduce the bid item unit price per square yard for the placement of Erosion Mat due to the increased quantity necessary from the original bid planned amount.

B. Method of Measurement: This work shall be measured as square yard (SY) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.11, CREDIT – Restoration of Sanitary Work:

A. Description: The City and the Contractor agreed to a CREDIT to reduce the bid item unit price per square yard for the completed Restoration due to the increased quantity necessary from the original bid planned amount.

B. Method of Measurement: This work shall be measured as square yard (SY) completed and accepted in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

The following is a summary spreadsheet for the mentioned above items:

CONTRACT CHANGE ORDER # 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	Cut Sheet Piles – Plaza Parking Lot, Sanitary MH #1	1.00	LS	6,425.80	6,425.80
1.02	9-Bag Concrete – Geneva St	126.70	SY	15.75	1,995.53
1.03	Drilled Dowel Bars – Geneva St	37.00	EACH	26.25	971.25
1.04	Dowel Bar Baskets – Geneva St	24.00	LF	29.40	705.60
1.05	Sanitary MH Tie-ins – High School two MH's	1.00	LS	1,124.34	1,124.34
1.06	On-Site Borrow Removal – Market St	771.00	LOAD	110.00	84,810.00
1.07	TRM's for Pond Spillways – Market St	212.50	SY	28.35	6,024.38
1.08	Pavement Marking Paint – Plaza Parking Lot	1.00	LS	300.00	300.00
1.09	CREDIT – HMA Plaza Parking Lot	183.29	TON	(31.50)	(5,773.64)
1.10	CREDIT – Erosion Mat for Sanitary Work	3,165.10	SY	(1.18)	(3,734.82)
1.11	CREDIT – Restoration of Sanitary Work	3,165.10	SY	(0.74)	(2,342.17)
TOTAL					\$90,506.26

AMENDMENT B TO TASK ORDER NUMBER #08 CIVIL ENGINEERING SERVICES

This task order is made as of November 19, 2018, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Elkhorn (Owner)** and **Kapur & Associates, Inc. (Engineer)**. This Task Order is made for the following purpose:

In addition to tasks specified in Task Order #08 and Amendment A, provide engineering services for the construction management of the City of Elkhorn TID #4 Improvement Project, specifically for the Tasch Development Property (Tax Key: YU SW 00062) and associated improvements, Commerce Court extension improvements, and the I-43 Ramp improvements. The areas slated for improvements that require construction management services include:

I-43 Ramp Improvements:

- WIS 67 & I-43 Southbound Ramps improvements per WisDOT requirements.

O'Connor Drive/Tasch Drive/Commerce Drive Improvements:

- O'Connor Drive to be milled and overlaid from WIS 67 to 780' west of WIS 67
- O'Connor Drive to be fully reconstructed from limits of milled section to 450' west of milled section.
- Intersection of Tasch & O'Connor to be reconstructed to accommodate future truck traffic from proposed development.
- Tasch Drive to be milled and overlaid from O'Connor Drive north to right of way limits.
- Commerce Drive to be milled and overlaid from WIS 67 to Tasch Drive.
- Storm sewer improvements
- Sidewalk improvements on O'Connor Drive and Tasch Drive.
- Pulverize and relay O'Connor Drive from west limits or reconstruction to western end of road.

Commerce Court Extension:

- Commerce Court to be extended approximately 950 LF from the end of the existing cul-de-sac eastward to Koopman Lane.
- Improvements to Elkhorn Utility Department parking lot and driveway.

STH 67 & O'Connor Drive Traffic Signals:

- Installation of traffic signal poles, lights, conduit, control boxes, etc for new traffic signals at the intersection of STH 67 & O'Connor Drive, including emergency vehicle preemption.

Section A. – Scope of Services

Engineer shall perform the following services:

Construction Management Services

1. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.
2. Provide construction survey staking for necessary items within the construction contract. This survey provides for a “one time” staking for a particular item. If the contractor damages any stakes, they shall be responsible for the cost to replace those damaged stakes.
3. Coordinate and complete necessary material testing services for work completed.
4. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. Complete final close out documentation and acceptance of improvements memorandum. **(This task is completed on a monthly basis and is completed for all work approved for the prior month.)**
5. The Engineer will be responsible for notifying, scheduling, conducting, documenting, and distributing minutes of the preconstruction conference.
6. Prepare and provide project update memorandum and provide copies of the daily journal entire to City staff upon request.
7. Attend meeting as needed and coordinate with adjacent property owners and businesses as needed.
8. Upon project completion, all utility data and as-built information will be transferred to the City GIS system for permanent records.

Section B. – Schedule

Engineer shall perform the Scope of Services and deliver the related Documents according a schedule agreed upon between the Owner and Engineer. A preliminary schedule is as follows:

1. A pre-construction meeting will be scheduled prior to work beginning.
2. Construction will begin the week of September 4, 2018.
3. Substantial completion for this project is June 1, 2019.

Section C. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed one hundred three thousand and eight hundred eighty-eight dollars (\$103,888) payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Elkhorn

Engineer: Kapur & Associates, Inc.

By: _____

By: Gregory R. Calhoun

Signature: _____

Signature: _____

Title: _____

Title: Project Engineer

Date: _____

Date: _____

Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs
for the City of Elkhorn

TASK ORDER 08 - AMENDMENT B

City of Elkhorn TID #4 Improvements Construction Management - Attachment A

CLASSIFICATION	ACT. Code	Project Manager		Senior Project Engineer		Project Engineer		Staff Engineer II		Senior Technician		GIS Technician		Surveyor		Survey Crew		Total Labor		
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Average Hourly Wage		\$137.00		\$110.00		\$92.00		\$79.00		\$78.00		\$80.00		\$95.00		\$115.00				
TASK DESCRIPTION	ACT. Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Administration																				
Construction Management Administration		8	\$1,096.00	12	\$1,320.00	40	\$3,680.00	8	\$632.00									68	\$6,728.00	
Shop Drawing Approvals				4	\$440.00	8	\$736.00	8	\$632.00									20	\$1,808.00	
Meetings as Required				4	\$440.00	8	\$736.00	8	\$632.00									20	\$1,808.00	
																		Subtotal	108	\$10,344.00
I-43 Ramps Construction Management																				
Staking										4	\$312.00			4	\$380.00			8	\$692.00	
Roadway				40	\$4,400.00	20	\$1,840.00	120	\$9,480.00									180	\$15,720.00	
As-Builts				8	\$880.00			24	\$1,896.00									32	\$2,776.00	
																		Subtotal	436	\$19,188.00
O'Connor/Tasch/Commerce Construction Management																				
Staking										4	\$312.00			4	\$380.00			8	\$692.00	
Storm Sewer				8	\$880.00	40	\$3,680.00	40	\$3,160.00									88	\$7,720.00	
Roadway				20	\$2,200.00			200	\$15,800.00									220	\$18,000.00	
Traffic Signals				20	\$2,200.00			100	\$7,900.00									120	\$10,100.00	
As-Builts				8	\$880.00			24	\$1,896.00									32	\$2,776.00	
																		Subtotal	1116	\$39,288.00
Commerce Court Extension Construction Management																				
Staking										4	\$312.00			4	\$380.00			8	\$692.00	
Storm Sewer				8	\$880.00	40	\$3,680.00	40	\$3,160.00									88	\$7,720.00	
Roadway				40	\$4,400.00	40	\$3,680.00	200	\$15,800.00									280	\$23,880.00	
As-Builts				8	\$880.00			24	\$1,896.00									32	\$2,776.00	
																		Subtotal	1984	\$35,068.00
TOTALS		8	\$ 1,096.00	68	\$ 7,480.00	76	\$ 6,992.00	168	\$ 13,272.00	4	\$ 312.00	\$ -	\$ -	4	\$ 380.00			872	\$103,888	
																	Expenses:			
																	Project Total:		\$103,888	