



**CITY OF ELKHORN
COMMON COUNCIL MEETING AGENDA**

February 4, 2019, 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** *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 January 21, 2019 Regular and Closed Session Council Meeting
 - b) Minutes of the Following Committee Meetings:
 - i) Human Resources, January 21, 2019
 - ii) Legislative & Regulatory, January 24, 2019
 - iii) Committee of the Whole, January 28, 2019
- 6) **Report of City Officers**
 - a) Mayor
 - i) Oath of Office for New Patrolman
 - b) City Administrator
 - i) Babe Park Improvement Plan Presentation - Teska Associates
- 7) **Committee Reports**
 - a) Human Resources
 - i) Recommendation and possible action on recommendation to approve modifications to Employee Health Reimbursement Plan
 - b) Legislative & Regulatory
 - i) Recommendation to deny Class A Combination License Application from Gurfateh Enterprises LLC, Manjit Singh, Agent
 - c) Committee of the Whole
 - i) Recommendation to consider repairing flow meters for \$6,000, purchasing a rain gauge/logging system for \$2,100 and executing Phase One with Strand for \$18,000; approximately
 - ii) Recommendation to approve a budget adjustment in the amount of \$29,000 to install EVPs at IH 43 and STH 67 and immediately outfit all vehicles with EVP apparatus
 - iii) Recommendation to send out City Hall RFPs
- 8) **Unfinished Business**
 - a) Ordinance No. 19-01 An Ordinance to Rezone a Property on East Side of Wisconsin St. Between Harvest Way and Market Street (Second Reading)
- 9) **New Business**
 - a) TID 4 Improvements Project Change Order No. 1 from Payne & Dolan
- 10) **Adjourn**

DATED at Elkhorn, Wisconsin, this 1st day of February 2019

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
January 21, 2019
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, Karel Young, Scott McClory, Tom Myrin; Junior Council Members Megan Degner; Absent: Ron Dunwiddie, 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, Rec Director Karl Sorvick, Kellen Olshefski, other interested persons

PUBLIC COMMENT

None.

COUNCIL MINUTES

Motion (McClory/Young) to approve the minutes of the January 7, 2019 Common Council meeting. Voice vote, all approved, motion carried.

BILLS PAYABLE

Motion (Shiroda/Myrin) to approve the City and Utility Bills in the amount of \$8,199,405.37 (Check numbers 158327-158862). Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; McClory, yes; Myrin, yes; Advisory Vote: Degner, yes. Motion carried.

REPORT OF CITY OFFICERS

MAYOR'S REPORT

Mayor Reynolds said the ribbon cutting ceremony for the ice rink was this past Saturday.

CITY ADMINISTRATOR'S REPORT

Intergovernmental Agreement re Road Maintenance: City and Town of Sugar Creek

Administrator Tapson said the City Attorney reviewed the agreement and it is ready to approve. *Motion (Shiroda/Myrin) to approve the agreement with Sugar Creek for maintenance of Hazel Ridge Road. Voice vote, all approved, motion carried.*

LIAISON COMMITTEE MEETING REPORTS

Fire Advisory Board – no report

Library Board – no meeting report; future events were given

Chamber – no meeting report; the Chamber is working on the segment for Discover Wisconsin

Recreation Advisory Board – the committee met Wednesday and is evaluating all programs and determining programs that need to be offered, the spring and summer brochures will be combined to save on staff time and costs

NEW BUSINESS

Ordinance No. 19-01 An Ordinance to Rezone a Property on East Side of Wisconsin St. Between Harvest Way and Market Street (First Reading)

Change Order Request #1 for Stark Pavement for the 2018 Street Project

City Engineer Calhoun said the project has wrapped up and these are the cumulative changes for the project. The request is for less than 2% of the contract price and includes some credits for the project. Alderman McClory asked if the library parking lot was included; Calhoun said the contract needed to be amended to add it but it is done. **Motion (McClory/Shiroda) to approve Change Request #1 for Stark Pavement in the amount of \$15,330.03. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; McClory, yes; Myrin, yes; Advisory Vote: Degner, yes. Motion carried.**

PLAN COMMISSION

Conditional Use Permit for Lakeland Builders Association for a Restaurant at 1560 N. Country Club Parkway

Mayor Reynolds said this is for private events and it requires the applicant to come back after one year and if there are no complaints, it will be reissued. There will be no sales of alcohol, hosts of the private events will bring the wine and beer themselves. Alderman Shiroda asked if there will be a licensed operator; no there won't. Alderman McClory said he thought they should inform the PD of the event in writing but would defer to the Police Chief on it. City Attorney Phillips said there is a requirement on the CUP that requires the owner to be present during the events. Mayor Reynolds reminded the council that the CUP will not be renewed if there are any problems and can be removed if there are major problems. **Motion (McClory/Shiroda) to approve the CUP for Lakeland Builders Association adding that the owner needs to obtain an operator's license and give 24 hour written notice in writing (email/fax is OK) to the police department. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; McClory, yes; Myrin, yes; Advisory Vote: Degner, yes. Motion carried.**

ADJOURN TO CLOSED SESSION

Motion (McClory/Shiroda) to adjourn to closed session Pursuant to Wisconsin Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Regarding Release of Deed Restriction: DeHaan RV and Request for Contract Amendment: Ayers Associates. Voice vote, all approved, motion carried. Adjourned to closed session at 5:51 p.m.

RECONVENE IN OPEN SESSION

Reconvened in open session at 6:03 p.m. The Council agreed to release the deed restriction for DeHaan RV and will not amend the contract for Ayers Associates.

ADJOURN

Motion (Boggs/Shiroda) to adjourn at 6:04 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Human Resources Committee Minutes
First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin

January 21, 2019

The Human Resources Committee was called to order at 4:45 p.m. by Alderman Myrin followed by Roll Call.

Roll Call

Present: Aldermen Tom Myrin, Frank Boggs, Tim Shiroda

Also present: Mayor Howie Reynolds, Administrator Sam Tapson, Finance Director James Heilman, City Clerk Cairie Virrueta, Fire Chief Rod Smith, Police Chief Joel Christensen (late)

Revised Positions for Administrative Services

Administrator Tapson said of the three positions changing, one is moving two pay grades and the other two are moving one pay grade. He said the difference between the grades is 6% and he felt 5% would work. For the three employees the total cost would be \$12,000. He said the third employee doesn't meet the requirements and needs to complete the first year of the Clerk's Institute. The current City Clerk was paid in thirds upon completion of the three years of the institute and he recommended doing the same for the new Deputy Clerk. Alderman Myrin asked if no one wanted to do the extra responsibilities; no one has expressed objections.

HRA Plan – Proposed Modification of Benefits

Administrator Tapson said the proposed modifications changed a bit. The current change includes allowing an employee to carryover a maximum of \$2,500, which does not include the annual contribution. Payout for eligible expenses will start with the current year base contribution, followed by the HRA bank and then the current year supplemental contribution. Employees over \$2,500 currently would not lose the funds. The modified HRA Plan would start February 1st. This would not apply to the PD other than non-union employees. Supplemental contributions add \$20,500 to the annual contributions. Historically, the usage rate runs about 85%. It will be funded with the HRA's reserve balance as well as funds being pro-rated from home funds. ***Motion (Shiroda/Boggs) to move the HRA Plan modifications proposal forward to the Council as written. Voice vote, all approved, motion carried.***

Adjournment

Motion (Boggs/Shiroda) to adjourn at 5:01 p.m.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Legislative and Regulatory Committee Minutes
First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin

January 24, 2019

Legislative and Regulatory Committee was called to order at 5:00 p.m. by Alderman Young followed by Roll Call.

Roll Call

Present: Aldermen Karel Young, Frank Boggs, Ron Dunwiddie

Also present: City Attorney Ward Phillips, Police Chief Joel Christensen, City Clerk Cairie Virrueta, Manjit Singh, guest

Consider Class A Combination License Application from Gurfateh Enterprises LLC for “Sunny’s Liquor”, 23 E Walworth Street, Manjit Singh, Agent

Police Chief Christensen asked Manjit Singh to consider his answer to question number 2 on the Auxiliary Questionnaire (‘Have you every been convicted of any offenses...’) Singh said his answer should have been “yes” rather than “no” as done on the form. He said one event, an OWI, happened a long time ago. Chief Christensen asked if there were any additional offenses; Manjit said no. Chief Christensen noted that Manjit had two OWI offenses, in 2004 and in 2012. Manjit said he thought after 10 years the OWI was out of his record. Singh said he has been totally sober for five years. Chief Christensen said Manjit also had a domestic incident in 2014; Manjit said it was an accident. Manjit has a liquor license in Burlington and received a citation for having an employee selling alcohol without a license; Manjit said the employee was licensed in the City of Lake Geneva and the employee forgot to apply right away for his license. Police Chief Christensen said all of these incidences should have been put on the application. City Attorney Phillips asked Singh if he received the City’s policy regarding alcohol applications; Singh said he received it but didn’t read it. Attorney Phillips said it refers to issuing a citation to applicants who provide false information on their alcohol license application, which is also on the Auxiliary Questionnaire signed by Manjit. **Motion (Dunwiddie/Boggs) to vote on the application being considered.** Alderman Dunwiddie asked if there was a statute or ordinance that automatically disqualifies the application; City Attorney Phillips referenced Wisconsin statute 125.04(5)b and said the City had discretion on whether to issue the license or not and said the committee should be consistent when applying the rules. Manjit asked if he can apply with a different name; City Attorney Phillips said he will look into that answer. Alderman Young asked if there was a waiting period in which to reapply; City Attorney Phillips said he will also research it. **City Clerk clarified that the motion to vote on the application will be an approval by yes or denial by no. Roll call vote: Dunwidde, no; Boggs, no; Young; no. Application is denied.** City Clerk Virrueta will mail Manjit a letter with information on his denial.

Adjournment

Motion (Boggs/Dunwiddie) to adjourn at 5:22 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Committee of the Whole Minutes
Common Council Chambers, 9 S. Broad Street, Elkhorn, Wisconsin

January 28, 2019

The Committee of the Whole meeting was called to order by Mayor Reynolds at 5:00 p.m.

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, Finance Director James Heilman, City Clerk Cairie Virrueta, Utilities Operation Director John Murphy, Recreation Director Karl Sorvick, DPW Manager Matthew Lindstrom, Police Chief Joel Christensen, Kellen Olshefski

Agreement for Services: Sewer Evaluation and Capacity Assurance Plan

DPW Manager Lindstrom said this is related to the NON letter received from the DNR in October 2018. The City was already working with Strand on Nettesheim and the agreement was amended to comply with the DNR NON letter. The proposed scope of services has three phases: flow metering, condition assessment and evaluation of alternatives. Part of Phase One is to review and analyze flow and rainfall. To do this the City's flow meters need repairs and calibration for approximately \$6,000, and to purchase a rain gauge/logging system for approximately \$2,100. Phase one with Strand is estimated to cost \$18,000.

Motion (Shiroda/Boggs) to send to the Common Council. Voice vote, all approved, motion carried.

Emergency Vehicle Pre-emption: IH 43 Ramp Traffic Signals Along STH 67

DPW Manager Lindstrom said EVPs were installed along 67 as part of TID 4 work and it makes sense to add additional EVPs to the highways 43 and 67 intersections. Funds to add the EVPs are not in the budget and would cost a total of \$29,000. Emergency vehicles would also need apparatus installed to use the EVPs and the Police Chief said they could be installed in PD vehicles for \$517 each. Alderman Myrin said with all the vehicles it would cost \$10,000, and it wouldn't make sense to install the EVPs and not do all vehicles.

Alderman McClory asked if the City has funds to do the vehicles; Finance Director Heilman said there is a contingency fund to use. Alderman Shiroda asked what the time frame for installation is; DPW Manager Lindstrom said it would be installed sometime this spring. Alderman McClory said the installation on the cars should be started now. The Council suggested the Police and Fire Chief look into a company coming to the City to do the installations. ***Motion (McClory/Myrin) for a budget adjustment of \$29,000 to install EVPs and to immediately outfit all vehicles with EVP apparatus. Roll call vote: McClory, yes; Myrin, yes; Young, yes; Dunwiddie, yes; Boggs, yes; Shiroda, yes. Motion carried.***

City Hall Request for Proposal: Review draft RFP

Administrator Tapson said he used the same RFP as the one for DPW with some obvious changes for City Hall. He said he left the sites option open ended. Mayor Reynolds said once the City knows the square footage needed for City Hall in may eliminate some sites. Administrator Tapson said the evaluation process would be the same; staff would screen the RFPs and consultants would be brought in for presentations to the staff or council. He plans to send the RFP to about six firms. Mayor Reynolds would like the presentations be for the Council and staff. Alderman Myrin asked if the RFP will go to local firms; yes.

Motion (Dunwiddie/Young) for the City Administrator to send out the City Hall RFP. Voice vote, all approved, motion carried.

Vehicle Replacement Program: Revised Funding Plan

Administrator Tapson said this is a large part of city operations and it can't be supported by the current revenue stream. Another strategy is needed and they are limited. The vehicle life cycle needs to be accepted to work from it. PD vehicles have the shortest and Fire vehicles the longest life cycles with most in the 10-15 year range. It can be paid with short, intermediate and long-term debt. Short term would be tax

anticipation notes for vehicles less than \$150,000; intermediate would debt up to five years for vehicles \$150,000-500,000 and long term would be 5-20 years for vehicles over \$500,000. Mayor Reynolds said it makes more sense to have different plans for different vehicles. Alderman Myrin asked if the City has the capacity for borrowing; Finance Director Heilman said it does. Administrator Tapson said the next step is to look at a plan that includes all the City's vehicles. No one was opposed to the plan. Administrator Tapson said replacement of technology would also need to be considered in the future.

Adjourn

Motion (Young/Dunwiddie) to adjourn at 5:48 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk



Babe Mann Park

Final Preferred Master Plan



Centralia St.

McKenzie Ln.

Proctor Dr

Koopman Ln.

White River
Trailhead Parking

Elkhorn DMV

Americinn by
Wyndham, Elkhorn...

Google

What we heard

Online Survey mentions:

BIKE TRAIL CONNECTIONS

PIER

PAVILION

BOATING

PLANTINGS

VOLLEYBALL PAVED PATH

PLAYGROUND FRISBEE GOLF

September Committee Meeting

- Design Babe Mann Park for multiple groups to use simultaneously;
- Let the final design support events at Babe Mann Park (with help of local businesses);
- Improve safety of walking path around the lake;
- Replace current pavilion, prioritizing accessible restroom facilities; Explore size and pricing options;
- Improve wayfinding from White River Trail;
- Replace parking lot and add playground;
- Do not include baseball, tennis or soccer;
- **Implement phased approach of final master plan.**

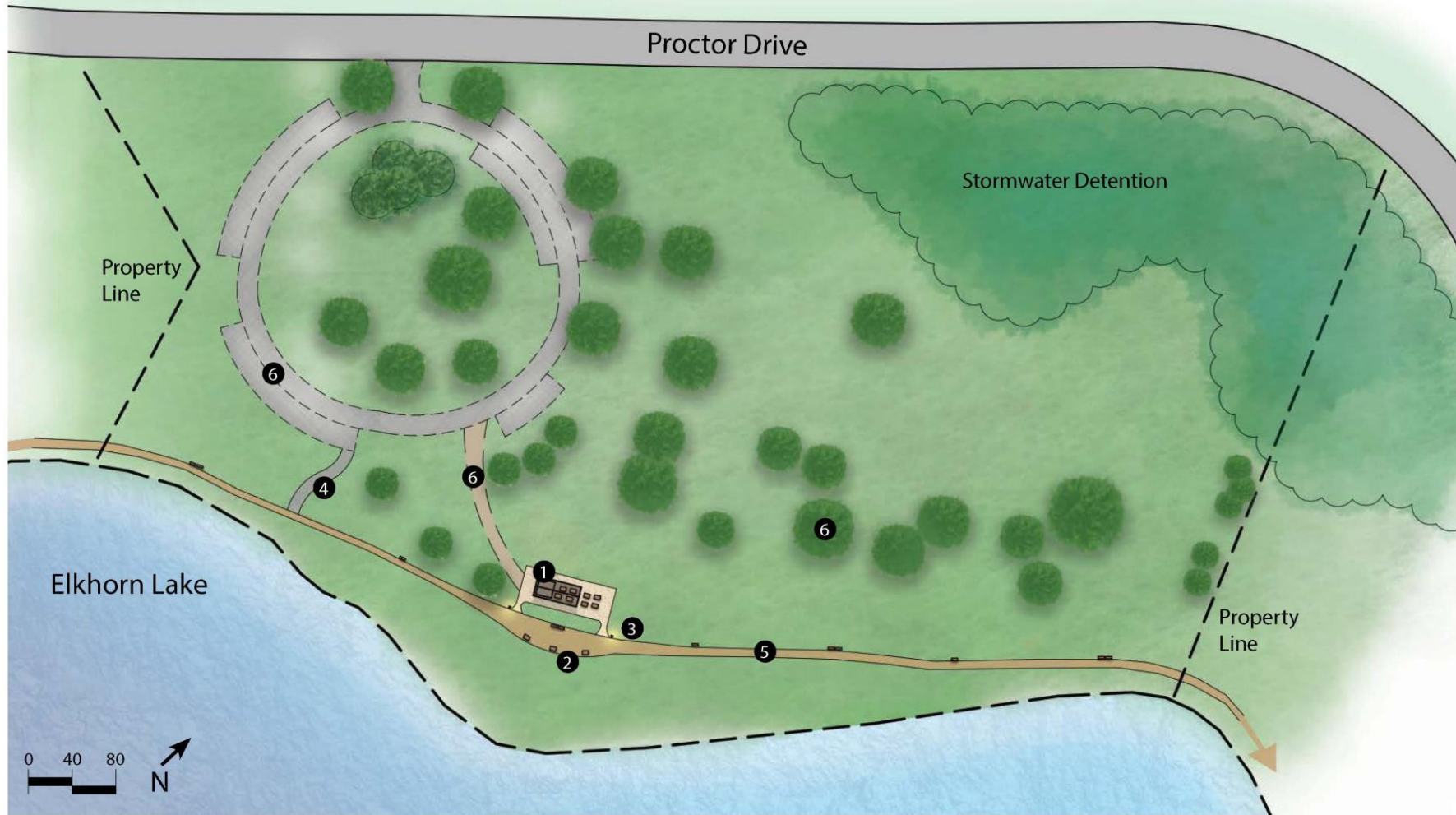
November Committee Meeting

- Downsize Boat Launch to Non-motorized only;
- Move Boat Launch to later phase;
- Expand Phases;
- Consider parking lot renovation in later phase;
- Support for Kompan Play Equipment- Natural Materials
- Begin with small pavilion, one stall restrooms;
- Movable Tables and Chairs could be problematic due to location;
- **To promote fundraising, give Babe Mann Park an overall theme. Example: Health and Wellness Park**

December Committee Meeting

- Prioritize playground and move up to phase 2;
- Support to push small picnic shelters to later phase;
- Move stage and expanded pavilion to earlier phase;
- If parking configuration is changed, keep existing number of parking spaces with open space for overflow parking (for events);
- **Promote a passive park.**

PHASE 1



- 1 Pavilion**
New pavilion should include covered picnic area, accessible restrooms, and small storage area.
- 2 Site Furnishings**
Picnic Tables, Benches, and Trash + Recycling Receptacles.
- 3 Lighting**
New lighting near pavilion in this phase.
- 4 Maintenance Pathway**
Widened pathway to connect existing parking to existing lakefront path and accommodate maintenance vehicles.
- 5 Lakefront Pathway**
Amend existing lakefront path with crushed stone as needed.
- 6 To Remain**
Existing plantings, parking lot, and path to pavilion to remain in this phase.



PHASE 2

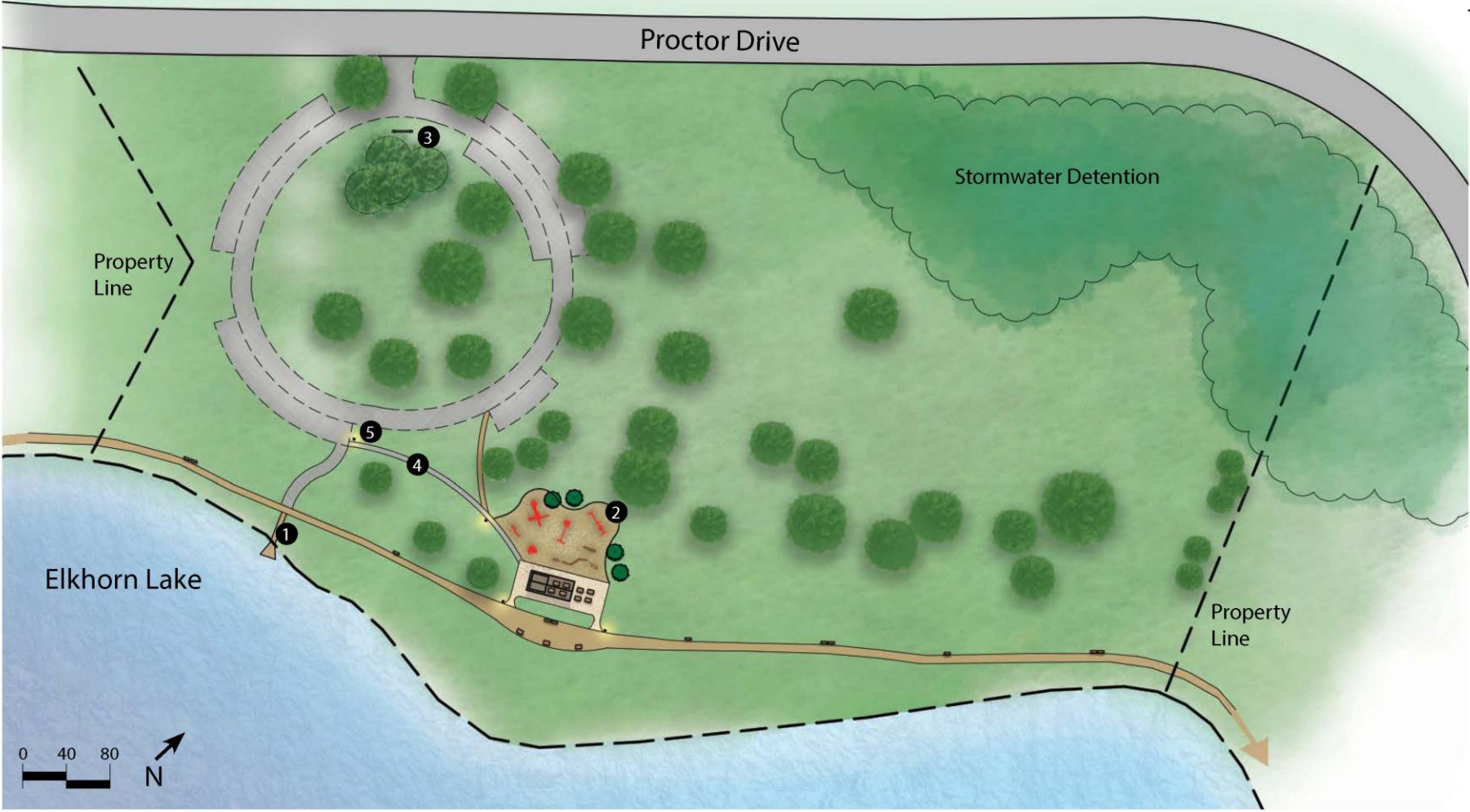
1 Launch
New boat launch for non-motorized boats only.

2 Playground
Playground should consist of natural materials for play equipment. Play events to include swings, slide, climbers, nets, and glider.

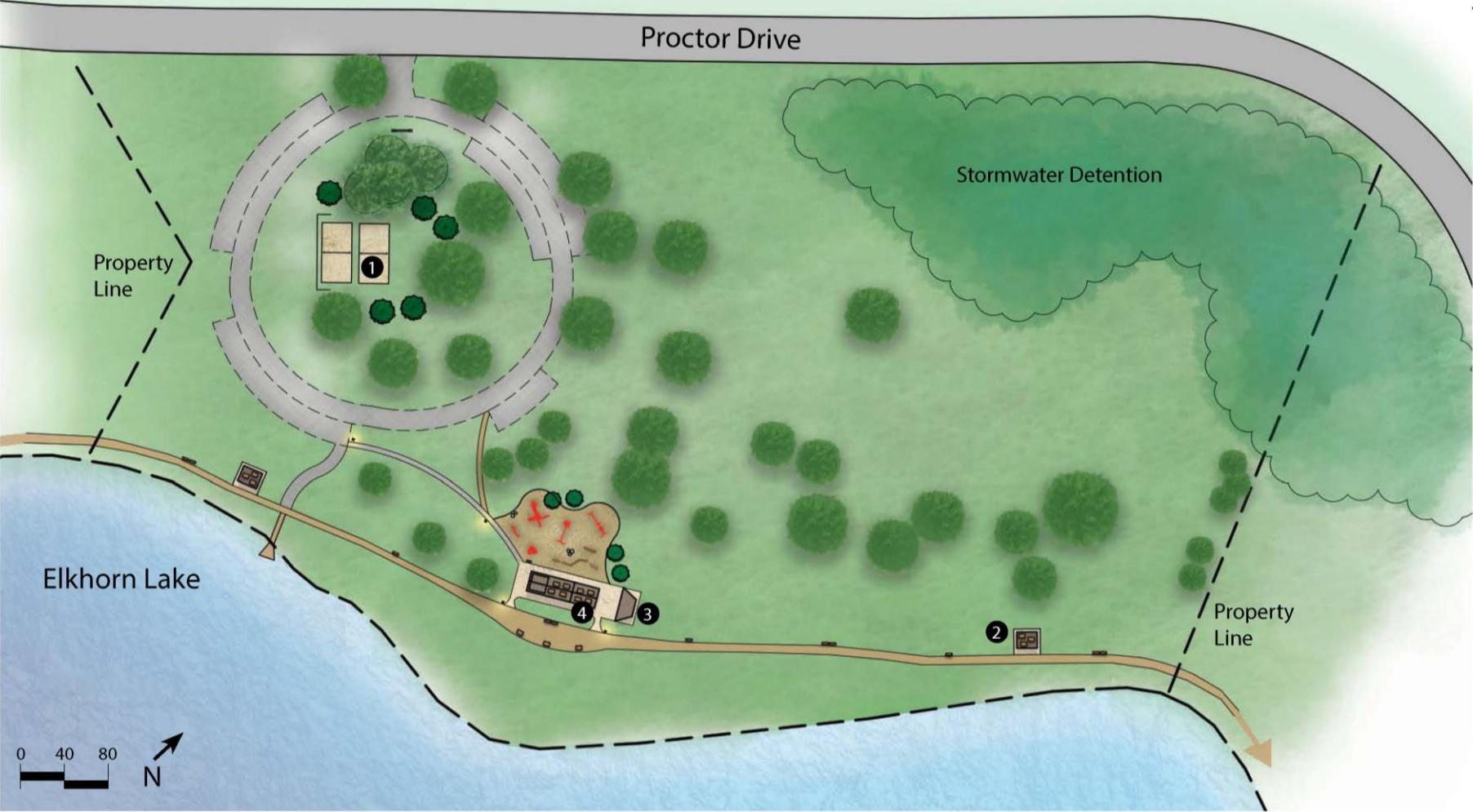
3 Park Sign
Replace existing park sign with Elkhorn standard or new sign designed with natural materials.

4 Pathway
New asphalt pathway to connect west side of parking lot to pavilion. New crushed stone path to connect playground to east side of parking lot.

5 Lighting
Add two light poles along concrete pathway.



PHASE 3



- 1 Volleyball**
Sand volleyball courts including nets and protective fence on west edge.
- 2 Small Shelter**
Two small shelters on concrete pad to be located along lakefront path.
- 3 Performance Stage**
One stage to be located east of the main pavilion. An extended concrete pad should be included to accommodate performances and crowds.
- 4 Pavilion Expansion**
Expand the open air pavilion roof toward the stage to shelter four more picnic tables.



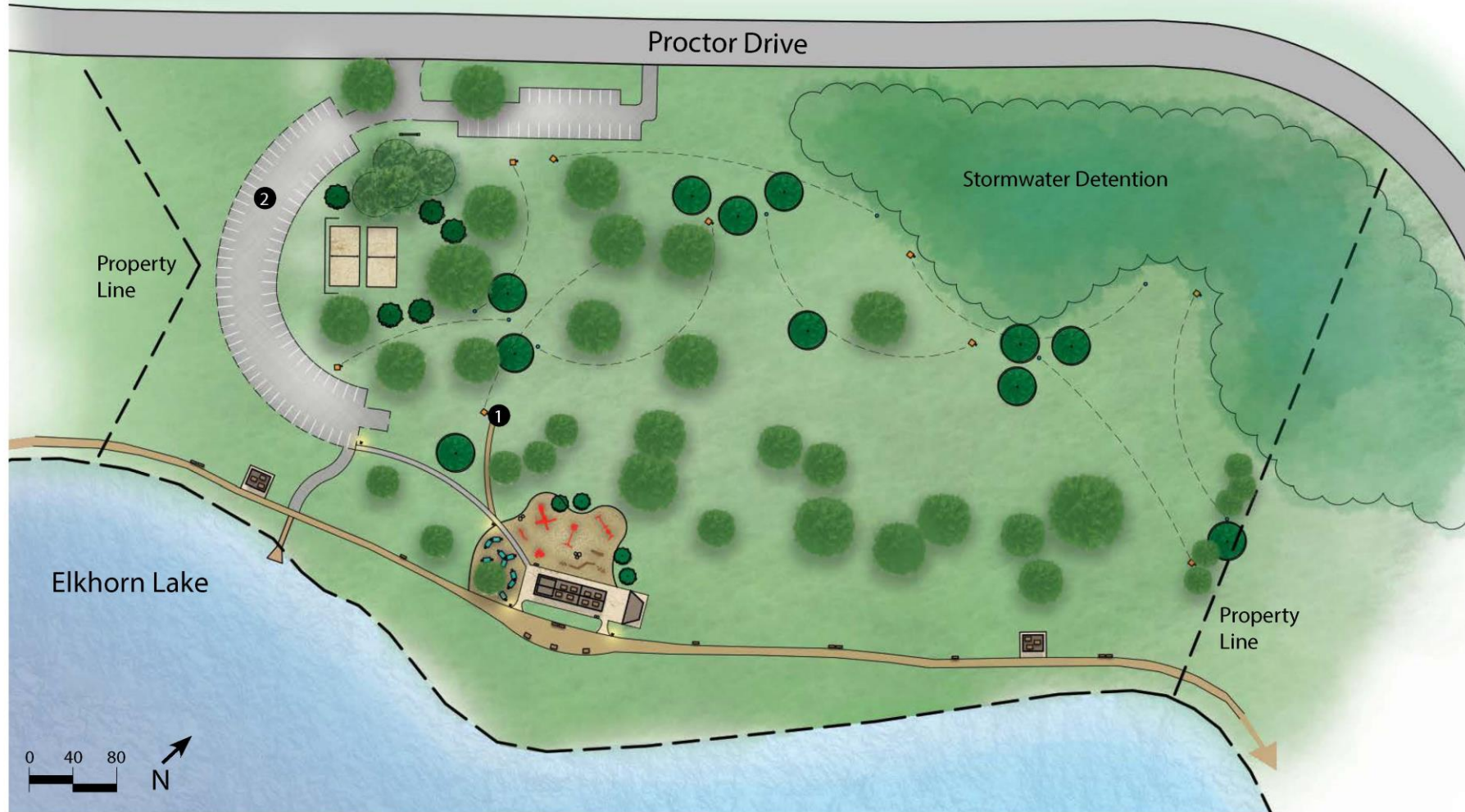
PHASE 4



- 1 Hammock Grove**
Incorporate Hammock Grove near the water and playground.
- 2 Plantings**
Incorporate new trees to help screen noise and provide seasonal interest.
- 3 Resurface**
Resurface asphalt parking lot, use existing base material.



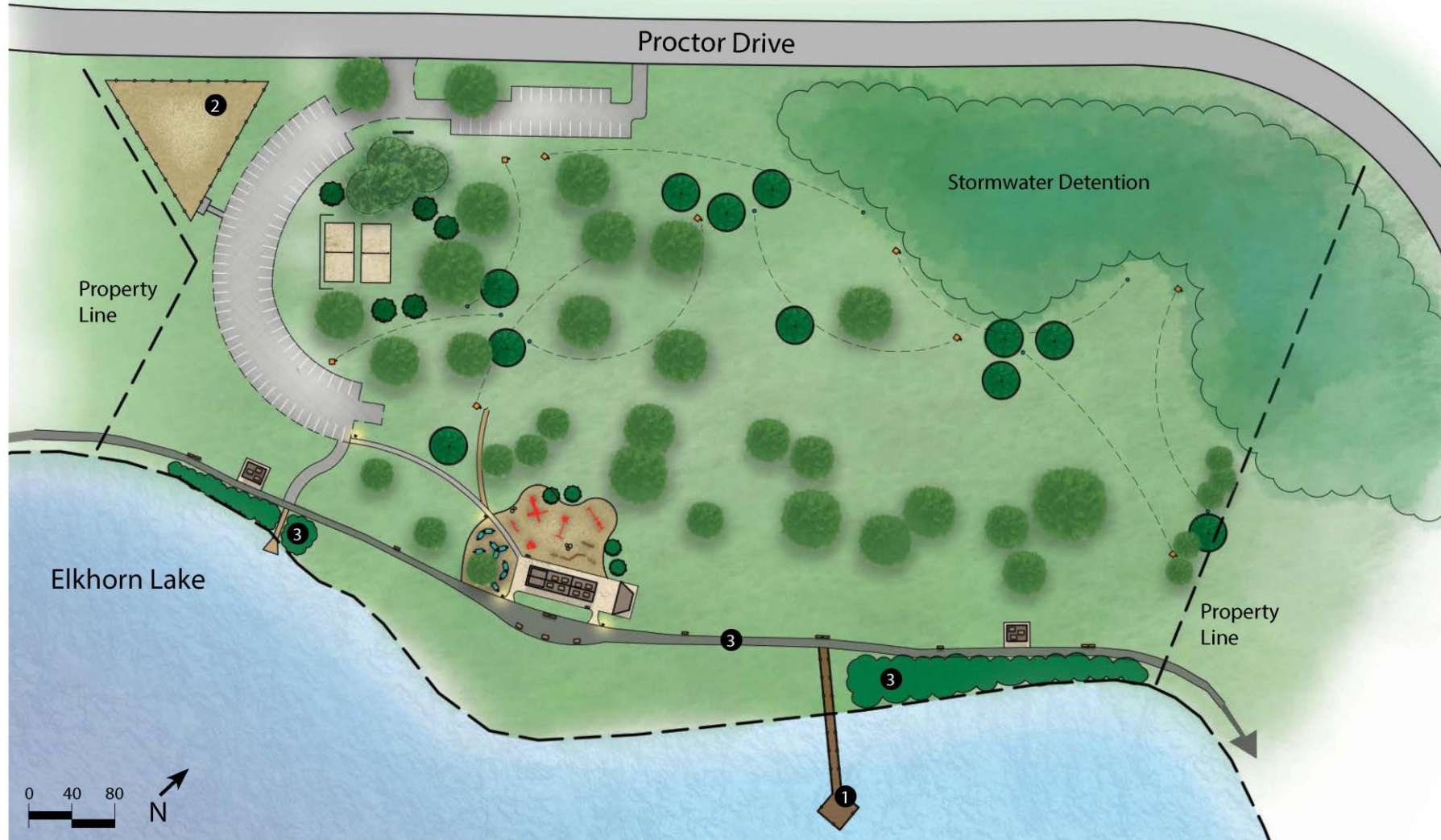
PHASE 5



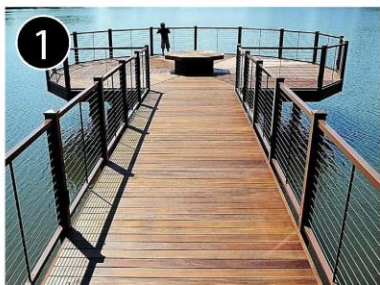
- 1 Frisbee Golf**
Incorporate frisbee golf course throughout the park.
- 2 Parking**
Remove east half of parking lot, expand existing west half of parking lot and incorporate overflow parking along Proctor Drive.



PHASE 6



- 1 Fishing Pier**
Incorporate fishing pier in this phase.
- 2 Dog Park**
Install dog park and fence near parking lot and Proctor Drive. Dog park should include benches and trash receptacles.
- 3 Lakefront Path**
Pave lakefront path with asphalt and incorporate embankment plantings to improve water quality.



Phase 1	
Old Pavilion Removal	\$25,500
New Pavilion, Inc. Base	\$13,600
Site Furnishings	\$57,500
Path Improvements	\$25,000
Parking Lot Patch & Stripe	\$25,430
Electrical Improvements	\$20,000
Subtotal	\$293,030
Contingency 20%	\$58,606
Total	\$351,636

Phase 2	
Playground Prep	\$6,660
New Playground	\$115,040
New Pathways	\$8,015
Kayak Launch	\$9,400
New Park Sign	\$8,000
Electrical Improvements	\$20,000
Subtotal	\$167,115
Contingency 20%	\$33,423
Total	\$200,538

* Costs exclude utilities, mobilization, and unknown park conditions.

Phase 3	
Concrete Work for Structural Elements	\$28,800
Expand Pavilion	\$60,000
Stage	\$60,000
Small Picnic Shelters (2)	\$60,000
Site Furnishings	\$26,000
Volleyball Courts	\$10,000
Plantings	\$3,360
Subtotal	\$248,160
Contingency 20%	\$49,632
Total	\$297,792

Phase 4	
Reseal Parking Lot	\$180,000
Hammock Grove	\$47,750
Plantings	\$10,100
Subtotal	\$237,850
Contingency 20%	\$47,570
Total	\$285,420

* Costs exclude utilities, mobilization, and unknown park conditions.

Phase 5	
Reorganize Parking	\$138,000
Frisbee Golf Basics	\$3,500
Reseed Previous Parking Area	\$5,700
Subtotal	\$147,200
Contingency 20%	\$29,440
Total	\$176,640

* Costs exclude utilities, mobilization, and unknown park conditions.

Phase 6	
Replace lakefront path with asphalt	\$123,500
Dog Park Basics	\$24,850
Dog Park Extras	\$40,000
Fishing Pier	\$25,000
Embankment Plantings	\$20,330
Subtotal	\$233,680
Contingency 20%	\$46,736
Total	\$280,416

SCHEDULE

July

August

September

October

November

December

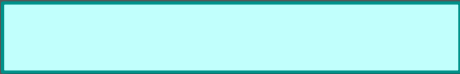
Surveys In!



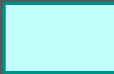
Final Programming Meeting



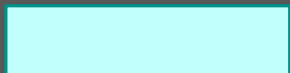
Preliminary Master Plan



Committee Concept Review Meeting



Final Master Plan



Committee Review Meeting Final Plan



Final Master Plan Report and Phasing



THANK YOU!

Lee Brown

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Nicole Ponath

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W I S C O N S I N

CITY OF ELKHORN
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262.723.2219
Fax 262.741.5131

January 25, 2019

Singh Manjit
602 Mink Ranch Road
Burlington, WI 53105

Dear Mr. Manjit:

The Legislative & Regulatory Committee met on January 24, 2019 to review Gurfateh Enterprises LLC.'s application for a "Class A" Intoxicating Liquor/Class "A" Fermented Malt Beverage License. Following the Committee's review, a unanimous decision was made to deny the application. The basis for the denial recommendation is the omission of information related to law offenses on the Auxiliary Questionnaire for Manjit Singh.

The denial recommendation of the Legislative & Regulatory Committee will be presented to the Common Council on February 4, 2019 at 5:30 p.m. in the Common Council Chambers located at City Hall, 9 S. Broad St., at which time you may appear.

Sincerely,

Cairie L. Virrueta
City Clerk

Cc: Joel Christensen, Chief of Police
City Attorney Ward Phillips

Memo

Leece & Phillips, S.C.

To: City of Elkhorn License and Regulatory Committee ("Committee")

From: Ward D. Phillips

Date: January 28, 2019

Re: Gurfateh Enterprises, LLC application for a Liquor License

The Committee has recently decided to deny the liquor license application of Gurfateh Enterprises, LLC for Sunny's Liquor, Manjit Singh, Agent. Mr. Singh has a history of violating the law, which was not disclosed on his application. He has two OWI, or operating with a prohibited alcohol concentration, convictions, the second being criminal, and has a conviction for disorderly conduct with domestic abuse enhancers. Additionally, his store in Burlington, also Sunny's Liquor, was recently cited for selling alcoholic beverages to an underaged person.

After the Committee denied the license to Gurfateh Enterprises, LLC, questions arose as to whether the company could reapply and how long the company must wait to reapply. Further, the Committee was concerned with whether it could deny to Gurfateh Enterprises, LLC, if it reapplied.

APPLICATION AS AN INDIVIDUAL:

If Mr. Singh continues to be an agent, member or manager of Gurfateh Enterprises, LLC, the city cannot award a liquor license to the company, or any company with which Mr. Singh is associated. The reasons are as follows:

- 1.) Any person with an arrest and conviction record is not qualified to hold a liquor license (§125.04(5)(a)1, Wis. Stats.).
- 2.) No liquor license can be awarded to any person who has been a habitual law offender (§125.04(5)(b), Wis. Stats.) The term "habitual law offender" has been defined to mean "someone who has committed several offenses or has repeatedly violated the law." The violation need

Memo

not be criminal, nor is a conviction required. (Smith v. City of Oak Creek, 139 Wis.2d 788, 796, 407 N.W.2d 901 (1987)).

APPLICATION AS A CORPORATE ENTITY:

If a corporate entity, such as an LLC, is applying for a liquor license, its agents, officers, directors, members and managers must all meet the requirements for individuals applying for a liquor license (§125.04(5)(c), Wis. Stats.). Mr. Singh is disqualified due to his conviction record. I believe the City could also establish that Mr. Singh is a habitual law offender. He has multiple violations of the law as well as multiple convictions. Accordingly, Mr. Singh, and any company with which he is associated is not qualified to hold a liquor license.

PASSAGE OF TIME:

The passage of time does not help Mr. Singh or his company. There is no provision that indicates any conviction becomes irrelevant with the passage of time. As long as Mr. Singh is the agent, member and/or manager of Gurfateh Enterprises, LLC, no liquor license may be awarded to it.

DUE DILIGENCE FOR THE CITY UPON REAPPLICATION:

Gurfateh Enterprises, LLC, would have to completely change hands in order for it to qualify for a liquor license. Mr. Singh would have to give up all interest in the company, including membership. If Gurfateh Enterprises, LLC reapplies for a liquor license, the City should get all organizing documents for the LLC, including the articles of organization and any membership or management agreements. If Mr. Singh remains involved as a member, manager or agent, the license should be denied again.

The City can only issue licenses to applicants who meet all of the requirements of the Statutes. Mr. Singh does not meet all requirements. Any license awarded to him or an entity owned or operated by him would likely be void.

MEMORANDUM TO THE CITY OF ELKHORN

To: Committee of the Whole
Cc: Sam Tapson, Matt Lindstrom
From: Greg Calhoun
Date: January 25, 2019
Re: Change Order #1 for Elkhorn TID 4 Improvements Project

With construction for the TID 4 Improvements project temporarily stopped over the winter months, the contractor has submitted paperwork for all Change Orders which have occurred up to this point in the project. Attached are all necessary documents to execute Change Order No. 1 and explanations for each item added to the project.

Change Orders at this point amount to \$91,585.83, or approximately 5.7% of the total contract as bid (\$1,600,373.87). It should be noted that after the project was bid, work related to the I-43 NB ramp improvements was removed, as it was intended to benefit the Proctor development north of I-43. Roughly \$38,600 planned for these improvements was removed from the project.

In November of 2018, known change order costs at that time were brought to the Council's attention. At the time, that included work related to additional pavement markings, elongated monotube arms for the traffic signals, and additional costs necessary to pour concrete curb and gutter in cold weather. The amount at the time was \$44,875. Since then, the majority of curb and gutter for all roads was able to be completed, and each roadway was able to be built up to binder grade. However, additional costs were necessary to get to this point.

Explanations, justifications, and individual costs for each change order item are attached to this memo. Some items were necessary due to encountered utility conflicts, some due to work being completed in cold weather, some due to an increase in labor costs for 2019 in comparison to 2018, and some due to additional work asked to be added to the project by City DPW. I am happy to provide more detail or answer any questions related to any of these items.

I have attached a summary of both completed and projected costs for each portion of the project to this memo, with costs from Change Order No. 1 included. It should be noted a contingency has also been factored in for potential future change order costs for the remainder of the project. At this point, the total projected cost for the project equals \$1,687,902.94.

Elkhorn TID #4 Improvements Project

Justification of Price for Contract Change Order #1

Item #1.01, Heated Concrete Curb & Gutter:

- A. Description: This work shall consist of providing heated concrete for the curb & gutter work done during cold temperatures. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.
- C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.02, Single Layer Cover for Curb & Gutter:

- A. Description: This work shall consist of providing a single layer of polyethylene covering on top of concrete poured when the forecasted low temperature within the next 24 hours is between 22 to <28 F. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.
- C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.03, Double Layer Cover for Curb & Gutter:

- A. Description: This work shall consist of providing a double layer of polyethylene covering on top of concrete poured when the forecasted low temperature within the next 24 hours is between 17 to <22 F. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.
- C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.04, Single Layer Cover for Grade:

- A. Description: This work shall consist of providing a single layer of polyethylene covering on top of the stone road base to prevent the stone from freezing overnight during low temperatures. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.
- C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.05, 2019 Sidewalk/Apron Upcharge:

A. Description: Due to utility delays and below average temperatures, concrete sidewalk and concrete aprons had to be pushed back to the 2019 season. This item is for the concrete upcharge in 2019. This work shall be in accordance with the project specifications (all state specifications that apply, including Sections 416 & 602), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as a square foot (SF) item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.06, 2019 Concrete Curb & Gutter Upcharge:

A. Description: Due to utility delays and below average temperatures, some concrete curb & gutter had to be pushed back to the 2019 season. This item is for the concrete upcharge in 2019. This work shall be in accordance with the project specifications (all state specifications that apply, including Section 601), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.07, 2019 ZTI Mobilization Charge:

A. Description: Due to utility delays and below average temperatures, concrete sidewalk, concrete aprons, and some concrete curb & gutter had to be pushed back to the 2019 season instead of being completed during the 2018 season. This item is for the mobilization of Zenith Tech, Inc. in 2019.

B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.08, Reconstructing Sanitary Manhole:

A. Description: This work shall consist of reconstructing two sanitary manholes on Commerce Ct. that were in poor condition and needed to be rebuilt down to the cone section, greater than 12" of adjustment. This is beyond the bid scope of manhole adjustments. This work shall be in accordance with the project specifications (all state specifications that apply, including Section 611), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.09, Storm Sewer & Road Work @ Koopman & Commerce:

A. Description: This work shall consist of relocating and changing the connection of CB 13 on Koopman Lane to the existing storm sewer system due to a fiber optic utility conflict. The inlet was moved to the north and the pipe was connected to an existing storm manhole on the East side of Koopman Lane. The original scope was to install CB 13 on the

West side of Koopman Lane and extend the existing storm sewer pipe. The utility conflict did not allow for the completion of the work per plan. This work shall be in accordance with the project specifications (all state specifications that apply, including Section 611), project plans, and as hereinafter provided.

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

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Items #1.10, Hydro Vac & Slurry Utilities on Commerce Ct:

A. Description: This work shall consist of using a hydro vac truck to excavate around utilities on Commerce Ct so that a slurry mix could be poured around the utilities. The existing utilities were right at the proposed subgrade. Due to undercuts and clearance requirements, excavation over the utilities was not possible. A hydro vac truck was used to remove dirt around the utilities and slurry was poured over and around the utilities to provide a suitable subgrade for the base course. This work was done on a Time & Materials basis. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

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

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Items #1.11, Snow Plowing on Commerce Ct:

A. Description: This work shall consist of removing approximately 1 inch of snow that had fallen on Commerce Ct prior to the base course being completed. In an effort to minimize moisture within the base course layer, a skid steer was used to remove as much snow as possible. This work was completed on a Time & Materials basis. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

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

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Items #1.12, GeoGrid:

A. Description: This work shall consist of placing geogrid at the bottom of the undercut roadway. After the subgrade 12" below the proposed subgrade was determined to be unsuitable, geogrid was used to attain the structural support for the base course layers instead of removing more existing material and placing additional base material. This work shall be in accordance with the project specifications (all state specifications that apply, including Section 645), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as a square yard (SY) item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Items #1.13 & #1.14, Pavement Arrow – Type 3, Type 4:

A. Description: This work shall include the painting of additional pavement markings on the I-43 off ramp and on STH 67. These markings were not included in the original bid and were requested to be added per WisDOT comments. This work shall include cleaning, preparing, providing & placing paint, protecting painted area, and all incidentals necessary to complete the work. This work shall be in accordance with the project specifications (all state specifications that apply, including Section 646), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.15, Removing Pavement Marking - Arrows:

A. Description: This work shall include the removal of existing pavement markings on the I-43 off ramp and on STH 67. These removals were not included in the original bid and were requested to be added per WisDOT comments. This work shall be in accordance with the project specifications (all state specifications that apply, including Section 646), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Items #1.16 & #1.17, Monotube Arms, 50' & 55':

A. Description: This work shall include installation of new monotube arms at the O'Connor Dr & STH 67 intersection. During the initial layout of the traffic signals, utility conflicts were discovered at some of the proposed locations of monotube bases. To resolve these conflicts, the monotube base locations were moved outward, resulting in longer monotube arms being needed. This work was completed on a Time & Materials basis. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.18, 12" Culvert Pipe Removal & Replacement:

A. Description: This work shall consist of removing and replacing two 12" culvert pipes located at the driveways for the Rotary Soccer Complex at the end of O'Connor Dr. as directed by the City of Elkhorn. This work shall include all removal, excavation, preparation, placement & compaction of proper bedding, placement of proper backfill, and all incidentals necessary to complete the work. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.19, 12" Culvert End Walls:

A. Description: This work shall consist of installing four culvert end walls on the new 12” culvert pipes at the Rotary Soccer Complex as directed by the City of Elkhorn. This work shall include all removal, excavation, preparation, placement & compaction of proper bedding, placement of proper backfill, and all incidentals necessary to complete the work. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.20, Grading & Shaping Ditches on O’Connor Dr:

A. Description: This work shall consist of regrading and reshaping the existing ditch line on the south side of O’Connor Dr. near the Rotary Soccer Complex to attain drainage between the two new 12” culvert pipes. The existing area is relatively flat so additional grading is needed to prevent water from pooling. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.

C. 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 & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.21, HMA Waukesha Plant Trucking Upcharge:

A. Description: Due to utility conflicts, the completion of the subgrade and base course layers on Commerce Ct was delayed. This, in turn, forced the asphalt paving operation to be delayed as well. Since this area could not be paved prior to the Lagrange asphalt plant shutting down for the winter, asphalt was brought from the Waukesha plant. This item is for the trucking upcharge to bring asphalt from Waukesha to Elkhorn. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.

B. Measurement: The work shall be measured as a tonnage (TON) item completed and accepted in accordance with the contract.

C. 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 & 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	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
1.01	Heated Concrete Curb & Gutter	3925	LF	\$1.00	\$3,925.00
1.02	Single Layer Cover for Curb & Gutter	3469	LF	\$2.00	\$6,938.00

1.03	Double Layer Cover for Curb & Gutter	456	LF	\$2.45	\$1,117.20
1.04	Single Layer Cover for Grade	648	LF	\$1.70	\$1,101.60
1.05	2019 Sidewalk/Apron Upcharge	9570	SF	\$0.75	\$7,177.50
1.06	2019 Curb & Gutter Upcharge	197	LF	\$1.20	\$236.40
1.07	2019 ZTI Mobilization Charge	1	EACH	\$2,200.00	\$2,200.00
1.08	Reconstructing Sanitary Manhole	2	EACH	\$2,200.00	\$4,400.00
1.09	Storm Sewer & Road Work @ Koopman & Commerce	1	LS	\$8,900.00	\$8,900.00
1.10	Hydro Vac & Slurry Utilities on Commerce	1	LS	\$10,218.55	\$10,218.55
1.11	Snow Plowing on Commerce	1	LS	\$207.04	\$207.04
1.12	GeoGrid	1562	SY	\$3.45	\$5,388.90
1.13	Pavement Marking Arrow – Type 3	2	EACH	\$375.00	\$750.00
1.14	Pavement Marking Arrow – Type 4	1	EACH	\$405.00	\$405.00
1.15	Removing Pavement Marking – Arrows	1	EACH	\$115.00	\$115.00
1.16	50' Monotube Arm	1	EACH	\$13,455.00	\$13,455.00
1.17	55' Monotube Arm	1	EACH	\$14,840.00	\$14,840.00
1.18	12" Culvert Pipe Removal & Replacement	70	LF	\$74.75	\$5,232.50
1.19	Culvert End Walls	4	EACH	\$235.60	\$942.40
1.20	Grading & Shaping Ditches on O'Connor Dr	100	LF	\$13.80	\$1,380.00
1.21	HMA Waukesha Plant Trucking Upcharge	474.24	TON	\$5.60	\$2,655.74
TOTAL					\$91,585.83



I-43 & STH 67 TURN LANES			
		Completed	Projected
	TOTAL \$ PER BID	\$ 68,189.91	\$ 19,799.97
I-43 & STH 67 TURN LANES SUBTOTAL (AS BID)	\$ 126,607.16	TOTAL \$ TO BE PAID \$ 87,989.87	

O'CONNOR DRIVE, TASCH DRIVE, & COMMERCE DRIVE			
		Completed	Projected
	TOTAL \$ PER BID	\$ 377,957.42	\$ 266,877.66
O'CONNOR, TASCH, & COMMERCE SUBTOTAL (AS BID)	\$ 599,466.98	TOTAL \$ TO BE PAID \$ 644,835.08	

COMMERCE COURT			
		Completed	Projected
	TOTAL \$ PER BID	\$ 455,900.01	\$ 97,329.65
COMMERCE COURT SUBTOTAL (AS BID)	\$ 577,197.69	TOTAL \$ TO BE PAID \$ 553,229.67	

STH 67 & O'CONNOR DRIVE - TRAFFIC SIGNALS			
		Completed	Projected
	TOTAL \$ PER BID	\$ 14,072.58	\$ 196,844.22
TRAFFIC SIGNAL SUBTOTAL (AS BID)	\$ 225,531.14	TOTAL \$ TO BE PAID \$ 210,916.80	

		Completed	Projected
	TOTAL \$ PER BID	\$ 916,119.92	\$ 580,851.50
TOTAL BASE BID	\$ 1,528,802.97	Total \$ to be Paid \$ 1,496,971.42	

ALTERNATE BID #1: O'CONNOR DRIVE PULVERIZE & RELAY				
		Completed	Projected	
	TOTAL \$ PER BID	\$ -	\$ 59,082.97	
O'CONNOR DRIVE PULVERIZE & RELAY SUBTOTAL	\$ 59,082.97	TOTAL \$ TO BE PAID		\$ 59,082.97

ALTERNATE BID #2: EMERGENCY VEHICLE PREEMPTION SYSTEM				
		Completed	Projected	
	TOTAL \$ PER BID	\$ -	\$ 12,487.93	
EMERGENCY VEHICLE PREEMPTION SYSTEM SUBTOTAL	\$ 12,487.93	TOTAL \$ TO BE PAID		\$ 12,487.93

		Completed	Projected	
	TOTAL \$ PER BID	\$ 916,119.92	\$ 652,422.40	
TOTAL BASE BID & ALTERNATE BIDS	\$ 1,600,373.87	Total \$ to be Paid		\$ 1,568,542.32

ANTICIPATED CHANGE ORDERS & EXTRAS				
		Completed	Projected	
		\$46,122	\$ 62,387.62	
CHANGE ORDERS & EXTRAS SUBTOTAL				\$ 119,360.62

		Completed	Projected	
		\$ 962,241.96	\$ 714,810.02	
TOTAL BASE BID & ALTERNATE BIDS & CHANGE ORDERS				\$ 1,687,902.94

ELKHORN ELECTRIC PARKING LOT				
		Completed	Projected	
	TOTAL \$ PER BID	\$ 939.20	\$ 28,616.63	
ELKHORN ELECTRIC PARKING LOT SUBTOTAL	\$ 29,555.83	TOTAL \$ TO BE PAID		\$ 29,555.83

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