



**CITY OF ELKHORN
COMMON COUNCIL MEETING AGENDA**

March 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 February 18, 2019 Council and February 25, 2019 Committee of the Whole Meetings
- 6) **Report of City Officers**
 - a) Mayor
 - i) Presentation of Plaque to Officer Daniel Dixon for 40 Years of Service
 - b) City Administrator
 - i) EEDA Quarterly Report
 - ii) City Hall Relocation - Site Assessment
- 7) **Committee Recommendations**
 - a) Committee of the Whole
 - i) Recommendation to have EVPs installed by the DOT in 2020
- 8) **Unfinished Business**
 - a) Ordinance No. 19-02 An Ordinance to Rezone 101 & 107 W. Walworth St. and 10 S. Broad St. from T-1 Transition District to B-1 Downtown Business District (Second Reading)
- 9) **New Business**
 - a) Change Order No. 2 for Public Works Building Construction
 - b) Request to hire an additional DPW crewman
 - c) Discussion on 13% Increase in Fireworks Display Costs for 2019
 - d) Resolution No. 19-02 Approving Suburban Mutual Assistance Response Teams Agreement
- 10) **Adjourn into Closed Session**
 - a) Pursuant to Wisconsin Statue 19.85(1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved."

DATED at Elkhorn, Wisconsin, this 1st day of March 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
February 18, 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, Ron Dunwiddie, Frank Boggs, Karel Young, Scott McClory, Absent: Tom Myrin; Junior Council Member Alex Johnson, Absent: Megan Degner
Others present: City Administrator Sam Tapson, Attorney John Murphy, Finance Director James Heilman, City Clerk Cairie Virrueta, Police Captain Al Brandl, Utility Director John Murphy, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Library Director Lisa Selje, Rec Director Karl Sorvick, City Engineer Greg Calhoun, Kellen Olshefski, other interested persons

PUBLIC COMMENT

Ann B., an Elkhorn resident, had concerns regarding the letter sent about arsenic in the drinking water. She had several questions and was directed to contact Utility Director John Murphy regarding them.

CONSENT AGENDA

Motion (Shiroda/Dunwiddie) to approve the minutes of the February 4, 2019 Common Council, February 11, 2019 Regular and Closed Session meetings. Voice vote, all approved, motion carried.

BILLS PAYABLE

Motion (Myrin/Shiroda) to approve the City and Utility Bills in the amount of \$5,020,262.57 (Check numbers 158683-158881). Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Advisory Vote: Johnson, yes. Motion carried.

REPORT OF CITY OFFICERS

MAYOR'S REPORT

Appointment of Lacey Reynolds to Deputy Clerk

Mayor Reynolds said this is a part of the transition of the City Administrator retiring later this summer and shifting of duties by staff. ***Motion (Young/Dunwiddie) to approve the appointment of Lacey Reynolds to Deputy Clerk. Voice vote, all approved, motion carried.***

CITY ADMINISTRATOR'S REPORT

Request to Engage Special Council

Administrator Tapson suggested the City engage Attorney Dan O'Callaghan in the matter of the proposed New Beginning's women shelter as related to zoning and land use as City Attorney Ward Phillips is unable to because of his involvement with the project. The city has engaged O'Callaghan in the past and has extensive experience in land use, urban planning/zoning and real estate. He would bill at \$350 an hour and it is anticipated he would be needed for 4-5 hours. Alderman McClory asked if the City could go to court against Attorney Ward's firm; Attorney Murphy said it would not happen. ***Motion (McClory/Dunwiddie) to engage Attorney Dan O'Callaghan as special counsel for the City regarding the proposed New Beginning's women's shelter project at the rate of \$350 an hour. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Advisory Vote: Johnson, yes. Motion carried.***

LIAISON COMMITTEE MEETING REPORTS

COMMITTEE REPORTS

FINANCIAL & JUDICIAL

Recommendation to create a segregated Agency/Trust Fund (employee post-employment benefits) and transfer existing Post Employment Account Fund to new fund

Alderman McClory said this would create a segregated account pertaining to funds the City holds for employees and it will not affect the levy limits or ERP. **Motion (McClory/Shiroda) to create a segregated Agency/Trust fund for Post-Employment Accounts to the new fund. Voice vote, all approved, motion carried.**

PLAN COMMISSION

Conditional Use Permit No. 19-03 for America's Liquor/Jesus Sandoval – 9 N. Lincoln St. for a Liquor Store

Motion (McClory/Boggs) to approve the CUP for America's Liquor/Jesus Sandoval at 9 N. Lincoln St. for a Liquor Store. Alderman Shiroda asked about the condition on the permit; Mayor Reynolds said a concern was raised about the location being near a school so the condition was added to the CUP to comply with City Ordinance pertaining to distance to a school. Attorney Murphy said the City ordinance restricts liquor stores within 300 feet of a school, but for locations over 300 and up to 500 feet the applicant needs to provide a plan with layout for the business. Administrator Tapson said the location is 452 feet away from Jackson Elementary. Mayor Reynolds reminded everyone this is to approve the CUP, the L&R committee will address the liquor license application. Alderman McClory asked how close this was to the other liquor store on Lincoln St.; it is on the same block. **Voice vote, all approved, motion carried.**

Ordinance No. 19-02 An Ordinance to Rezone 101 & 107 W. Walworth St. and 10 S. Broad St. from T-1 Transition District to B-1 Downtown Business District (First Reading)

UNFINISHED BUSINESS

Resolution No. 19-01 A Resolution for Amendments to Employee Health Reimbursement Account Plan

This is the resolution for the previously approved changes to the City employee HRA Plan. **Motion (Shiroda/Young) to approve Resolution No. 19-01. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Advisory Vote: Johnson, yes. Motion carried.**

ADJOURN

Motion (Dunwiddie/Boggs) to adjourn at 5:55 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

February 25, 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, Attorney Ward Phillips, Finance Director James Heilman, City Clerk Cairie Virrueta, Utilities Operation Director John Murphy, DPW Manager Matthew Lindstrom, Kellen Olshefski

EVP Installation Update

DPW Manager Lindstrom said he was talking to the DOT about design for the signals and they said they will be doing ramp improvements in 2020 and could incorporate the EVPs into the improvements with no cost to the City. This means the EVPs installation would be delayed by a year; however, it would save the City the cost of installation of \$29,000. ***Motion (McClory/Young) to have the DOT install EVPs with their ramp improvements in 2020. Voice vote, all approved, motion carried.***

City Hall RFP Construction Management Services

Administrator Tapson said one of the firms asked if the proposal should include construction management services. He said cities typically do not include it, but schools do and he has received mixed responses from other municipalities. DPW Manager Lindstrom, Utility Director Murphy and Chief Christensen suggested it as the construction manager would represent the City's interest. Alderman McClory asked what the cost would be; DPW Lindstrom said approximately 10% of the RFP cost. Alderman McClory suggested adding it as an alternate. Administrator Tapson said he would let the firms know to include it as a separate fee proposal if they provide this service but it was not necessary if they do not.

Financial Planning Workshop

City Administrator Tapson and Finance Director Heilman reviewed the City's current financial health, looked at some financial projections and the City's Financial Management Policy. More workshops are planned in the next couple of months.

Adjourn

Motion (Shiroda/Young) to adjourn at 6:07 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

To: Common Council

From: City Administrator

Re: *City Hall Relocation – Planning Considerations*

Date: March 4, 2019

Among the several potential sites identified for the relocation of City Hall is an area of Sunset Park, which is the site of the former United Gas station. As most are aware, this property was subject to an environmental cleanup in the late 90's and early 2000's. Although a site closure letter was issued by the Department of Commerce in 2003, the existence of residential contaminants is documented in the letter. In light of the presence of residual contaminants, it is suggested that the City entertain a "thorough" review of the record file before developing a building layout/site plan. The reason for such a review is to determine the extent of residual contamination and what impact it may have on construction.

In anticipation of the recommended record review being necessary, whether now or later. I contacted Ken Ebbott (Fehr-Graham) to secure a cost estimate for the work required. Based on Ken's discussion with DNR regarding the file content, Ken estimated the cost for the record review and associated report of findings to be about \$2,000. If the Sunset Park property remains a highly regarded site, the suggested record review is a necessary step in the site selection/building planning process. Granted the review could be deferred to a later time, but it should be completed before the design team begins the building design and site layout phase.

Does the Council wish to pursue the investigative record review at this time, or postpone the effort until after a design team has been contracted?



DEPARTMENT OF PUBLIC WORKS FACILITY
CHANGE ORDER NO. 2

Date: March 4, 2019
Prepared by: Matthew Lindstrom (DPW Operations Manager)
To: Members of the Common Council

Summary:

I am writing to provide information regarding proposed Change Order No. 2 for the new DPW Facility off of E. Centralia Street. Proposed items incorporated into subject Change Order (CO) are as follows:

- Additional repairs to roofing, valley & trim, of existing cold storage building = \$3,969
- Upgrade electrical panel in salt dome to stainless = \$2,398
- Adjust OH door to incorporate windows, consistent with others in contract = \$922
- Watermain service offset to avoid existing gas mains = \$3,825
- Additional parking lot stabilization, no suitable soils onsite = \$4,605
- Adjust exterior lighting by front entrance from recessed to surface mount = \$606

Total cost of proposed CO No. 2 = \$16,325

Kueny has reviewed the accuracy of each item submitted and incorporated into subject CO and recommends approval. Scherrer's current contract and base bid amount, previously approved by Council, incorporates an allowance for varying conditions and potential change orders such as these. The embedded contractual allowance of \$45,000 minus subject CO of \$16,325 yields an allowance balance of \$28,675.

Recommendation to Council:

Authorize execution of subject Change Order No. 2 in the amount of \$16,325.



**DEPARTMENT OF PUBLIC WORKS
DPW CREWMAN POSITION**

Date: March 4, 2019
Prepared by: Matthew Lindstrom, DPW Operations Manager
To: Members of the Common Council

Summary:

During 2019 budget preparation I provided staffing information which conveyed adding a DPW Crewman position. In consideration of earnest succession planning and having overlap between experienced staff with entry level staff for mentoring opportunities I propose adding one additional entry level Crewman position at the beginning of 2019. During review of staffing needs I updated an annual workload spreadsheet which illustrates departmental hours performed on varying operational tasks accomplished by the department throughout the year, segmented by Streets, Park & Rec and Sanitary Sewer. Task hours are derived from current performance (existing time utilization) and projected increase to accommodate WDNR requirements including MS4 and best/better practices for inspection and monitoring. The spreadsheet also illustrates available hours of existing staff. In comparison of available hours of existing staff and identified operational hours a deficit is realized. This deficit can be dissolved by adding seasonal employees during core summer months and one additional full time Crewman position.

Recommendation to Council:

Authorize hiring an additional DPW Crewman. This additional position was incorporated into the 2019 budget.

CITY OF ELKHORN
Resolution No. 19-02

**RESOLUTION TO APPROVE THE SUBURBAN MUTUAL ASSISTANCE
RESPONSE TEAMS AGREEMENT**

WHEREAS, the Suburban Mutual Assistance Response Teams (“S.M.A.R.T.”) have effectively provided law enforcement mutual aid to its participants since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement has not been substantially updated since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement is in need of updating to address certain inconsistencies within the terms and due to changes in the law; and

WHEREAS, we have received a recommendation from our Chief Executive Law Enforcement Officer, recommending that we enter the S.M.A.R.T. Mutual Aid Agreement which will update and replace the current Agreement and allow for our continued participation in this cooperative mutual aid, to better serve our municipality and the region.

NOW THEREFORE BE IT RESOLVED by the governing body for the municipality named below, that the S.M.A.R.T. Agreement is approved and the officials named below are authorized to execute the same on behalf of the municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the ____ day of _____, 2019

City of Elkhorn
[Municipality]

[Mayor]

[Chief of Police]

ATTEST:

[Municipal Clerk/Witness]

City of Elkhorn

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The undersigned Agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement Agency to deal with effectively in terms of personnel, equipment and available resources. Each Agency in S.M.A.R.T. expresses its intent to assist the other Agencies by assigning some of its personnel, equipment and available resources to permit the law enforcement Agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

A. SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The Wisconsin law enforcement Agencies participating in this Mutual Aid Agreement, collectively.

B. INCIDENT

A situation that potentially threatens or causes loss of life and/or property or exceeds the physical and organizational capabilities of a Law Enforcement Agency. Generally, the word "Incident" within this document refers to situations (emergencies) connected to a law enforcement response to severe storms, floods, hazardous material incidents, transportation accidents, large fires, public disorders, major crimes, barricaded subjects, hostage situations, searches, traffic control, terrorist activities, dignitary protection and other similar occurrences.

C. AGENCY

A law enforcement organization recognized by its city, village, town, county or state.

D. MUTUAL AID

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of Incidents by Requesting Agencies by the Aiding Agency in accordance with the Police Incident Assignments as developed by

the Police Chiefs and Sheriffs of the Participating Agencies. (The head of law enforcement for a Participating Agency is referred to herein as "Chief/Sheriff," and collectively the heads of law enforcement for all Participating Agencies is referred to herein as "Chiefs/Sheriffs". Collectively, and individually the "Chief/Sheriff").

E. PARTICIPATING AGENCY

An Agency that commits itself to this Mutual Aid Agreement by adopting an ordinance or resolution authorizing participation in the program with other Agencies for rendering and receiving Mutual Aid in the event of an Incident in accordance with the Police Incident Assignments, that is accepted into membership. Eligible Agencies must operate in Southeastern Wisconsin, within the counties of Jefferson, Kenosha, Milwaukee, Racine, Walworth and Waukesha.

F. REQUESTING AGENCY

The municipality or legal jurisdiction in which an Incident occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement agency that makes a request for Mutual Aid pursuant to this Agreement.

G. AIDING AGENCY

A municipality furnishing police equipment and personnel to a Requesting Agency, pursuant to this Agreement.

H. POLICE INCIDENT ASSIGNMENTS

A predetermined listing of Aiding Agency personnel and equipment that will respond to aid a Requesting Agency.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The senior on-duty officer of each Participating Agency is authorized to participate with the Participating Agencies in Mutual Aid according to following:

- A. Whenever an Incident is of such magnitude and consequence that it is deemed advisable by the senior on-duty officer of the Requesting Agency to request assistance of the Aiding Agencies he or she is hereby authorized to do so under the terms of this Mutual Aid Agreement.
- B. The senior on-duty officers of the Aiding Agencies are authorized to and shall forthwith take the following action upon receipt of a request for aid pursuant to this Agreement:

1. Promptly determine what resources are required according to the Mutual Aid Police Incident Assignments.
 2. Promptly determine if the required equipment and personnel may be committed in response to the request from the Requesting Agency.
 3. If so, promptly dispatch the personnel and equipment required to the Requesting Agency in accordance with the Police Incident Assignments.
- C. The rendering of assistance under the terms of this Mutual Aid Agreement is not mandatory. The senior on-duty officer of the Aiding Agency may determine not to respond, for example, if the available personnel and equipment are required for the protection of the Aiding Agency. In that event it is the responsibility of the Aiding Agency to promptly notify the Requesting Agency of the same. The judgment of the senior on-duty officer shall be final.
- D. The senior on-duty officer of the Requesting Agency, shall assume full responsibility and command for operations at the scene. He or she will assign personnel and equipment, of the Aiding Agencies, to positions when and where deemed necessary.
- E. It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs exceed the resources of the Requesting Agency. Aiding Agencies will be released and returning to duty in their own community as soon as the situation is restored to the point which permits the Requesting Agency to adequately handle it with its own resources. Aiding Agencies may also return to duty in their own community at any time, upon notifying the senior on-duty officer of the Requesting Agency, if the senior on-duty officer of the Aiding Agency determines the required equipment and personnel should no longer be committed to the Incident.

Section 4. STATUTORY AUTHORITIES

This Agreement is entered pursuant to Wisconsin Statutes §66.0301. The following statutory rights and responsibilities shall apply.

- A. Wisconsin Statutes §66.0313: Law enforcement; mutual assistance.
- B. Wisconsin Statutes §66.0513: Police, pay when acting outside county or municipality.
- C. Wisconsin Statutes §895.35: Expenses in actions against municipal and other officers.
- D. Wisconsin Statutes §895.46: State and political subdivisions thereof to pay judgments taken against officers.

To ensure compliance with State laws and to avoid ambiguity, all future amendments and recodification of the foregoing statutes, and judicial interpretations thereof, are incorporated herein and shall apply. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Section 5. COOPERATION

Nothing herein shall be interpreted to prevent member municipalities from voluntarily cooperating in law enforcement services, including voluntary sharing of equipment or facilities, and voluntarily providing services without seeking reimbursement of costs. Each Participating Agency hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with Participating Agencies. Such discretion includes, but is not limited to, the discretion to waive rights of reimbursement of costs incurred in customary, routine and ordinary activities involving costs, salaries and benefits other than worker's compensation. Such waiver of rights of reimbursement of costs for worker's compensation or significant events involving death or catastrophic injury shall be exercised by the Chief/Sheriff upon consultation with and approval by the municipality's governing body.

Section 6. INSURANCE

Each Participating Agency shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage, automobile liability coverage, workers compensation coverage, and such additional coverage and amounts as further specified by the Chiefs/Sheriffs. Such coverage shall be endorsed, if necessary, to cover claims arising out of contractual liabilities.

Section 7. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between the Participating Agencies, each of whom acts individually in the performance of this Agreement. There are no third party beneficiaries to this Agreement. No separate entities are hereby created.

Section 8. ADMINISTRATION

This Agreement shall be administered by the Chiefs/Sheriffs of the Participating Agencies. The Chiefs/Sheriffs are empowered to carry out the intentions of this Mutual Aid Agreement through all administrative means including the following:

- A. *Determination of membership.* The Chiefs/Sheriffs may determine eligibility for membership, accept new Agencies into membership, maintain records of who is currently a member at any time, determine criteria for termination from membership, and enforce termination of membership.
- B. *Membership fees/dues.* The Chiefs/Sheriffs may establish a fee to join into membership, and dues that may be required on a periodic basis to pay for the operations associated with administering this Agreement.
- C. *Officers and directors.* The Chiefs/Sheriffs may delegate their administrative responsibilities by creating administrative subunits, officers, directors and system managers, whose authority and duties may be described in by-laws and operating procedures that the Chiefs/Sheriffs may adopt. All such officers, directors, by-laws and operating procedures in effect pursuant to the predecessor to this Agreement on the effective date of this Agreement remain in effect following the effective date of this Agreement.
- D. *Request and response protocols.* The Chiefs/Sheriffs may further define all protocols for making requests and responding to requests for service pursuant to this Mutual Aid Agreement.
- E. *Status.* All Chiefs/Sheriffs administering this Agreement, in any capacity, do so solely by virtue of their capacity as Police Chief or County Sheriff, and shall not be compensated by SMART.
- F. *Testing procedures.* The Chiefs/Sheriffs may establish and execute testing procedures, to ensure readiness for timely Mutual Aid response.
- G. *Method of decision making.* Actions taken by the Chiefs/Sheriffs shall be by majority vote of the quorum of Chiefs/Sheriffs or their designees present and voting, with 50% of the Chiefs/Sheriffs constituting a quorum, except that the Chiefs/Sheriffs may delegate these authorities and modify these terms within the duly adopted by-laws and operating procedures.

Section 9. TERMINATION

Any Agency may withdraw from the Suburban Mutual Assistance Response Teams Agreement by notifying the Chiefs/Sheriffs of the other Participating Agencies in writing, whereupon the withdrawing Agency will terminate participation ninety (90) days from the date of written notice. The Chiefs/Sheriffs may adopt procedures for terminating Agencies who fail to comply with the terms of this Agreement as administered by the Chiefs/Sheriffs, and may exercise that authority.

Section 10. EFFECTIVE DATE

This Agreement supersedes an agreement on the same subject between the same parties. The effective date for this Agreement and the termination of the prior agreement shall be as follows:

- A. This Agreement shall first take effect when it has been duly approved in writing by all municipalities shown in attached Appendix 1 (the "Current Members"), and executed by such authorized officials. On the date of the last such approval, the predecessor to this Agreement is thereby terminated and this Agreement is effective.

- B. In the event fewer than all of the Current Members choose to enter this Agreement prior to March 1, 2019, those municipalities who have approved this Agreement and executed it may give notice and terminate their participation in the prior agreement per its terms, in which case this Agreement shall be effective for such members on the date of their termination of participation in the prior agreement.

- C. Following its initial effective date, this Agreement shall thereafter be effective for Agencies joining thereafter when the Agreement has been duly approved in writing by such Agency, duly executed by authorized officers of the Agency, and the Agency has been accepted into membership by the Chiefs/Sheriffs of the Participating Agencies. The adoption and signature on this Agreement constitutes an offer, which becomes a binding contract upon acceptance by the Chiefs/Sheriffs.

Section 11. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or facsimile shall be effective.

[signatures follow on page 7]

Signature Page for Suburban Mutual Assistance Response Teams Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the _____ Day of _____, 2019

City of Elkhorn
[Municipality]

[Mayor]

[Chief of Police]

ATTEST:

[City Clerk]

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