



W I S C O N S I N

**CITY OF ELKHORN  
COMMON COUNCIL MEETING AGENDA**

**January 20, 2020 | 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. **Council Minutes**
  - a. Draft Council Meeting Minutes: January 6, 2020
6. **Bills Payable**
  - a. Consideration and recommendation to pay
7. **Report of City Officers**
  - a. Mayor
  - b. City Administrator
8. **Report on Liaison Committee Meetings**
  - a. Fire Advisory
  - b. Library
  - c. Recreation Advisory
  - d. Chamber
  - e. Fire/EMS Advisory Steering
9. **Committee Reports**
  - a. Financial & Judicial
    - i. Discussion on Budgeted Truck/Equipment Purchases
    - ii. Recommendation to go forward with TADI for Potter/Schmidt Intersection Issues
  - b. Municipal Services & Utilities
    - i. Presentations on Auto Meter Reading Programs
    - ii. Recommendation to Approve Joint Facility Use Agreement between City Recreation Program/Elkhorn School District
10. **Unfinished Business**
  - a. Kehoe – Henry Presentation on Babe Mann Park Shelter Options
11. **New Business**
  - a. Resolution 20-02 Authorizing Temporary Polling Place for April 7 and November 3, 2020 Elections
12. **Adjourn into Closed Session** 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.”
  - a. New Beginnings Court Filing

DATED at Elkhorn, Wisconsin, this 17<sup>th</sup> day of January 2020

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.

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**CITY OF ELKHORN COMMON COUNCIL  
PRELIMINARY MEETING MINUTES  
January 13, 2020  
COUNCIL CHAMBERS, 9 S. BROAD ST., ELKHORN, WI 53121**

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

**ROLL CALL**

Present: Aldermen Tim Shiroda, Frank Boggs, Karel Young, Tom Myrin, Ron Dunwiddie, Scott McClory;

Absent: Mayor Howie Reynolds

Others present: City Administrator James Heilman, Attorney Ward Phillips, City Clerk Cairie Virrueta, Police Chief Joel Christensen, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Recreation Director Karl Sorvick, other interested persons

**PUBLIC COMMENT**

None.

**COUNCIL MINUTES**

***Motion (Dunwiddie/Boggs) to approve the minutes of the December 16, 2019 Common Council meeting. Voice vote, all approved, motion carried.***

**REPORT OF CITY OFFICERS**

**MAYOR'S REPORT**

In the Mayor's absence, Council President Scott McClory was filling in and conducted the meeting.

**Oath of Office for new Patrolman Nicholas Pupp**

City Attorney Phillips gave Nicholas Pupp his oath and the Council welcomed him.

**CITY ADMINISTRATOR'S REPORT**

Administrator Heilman said WE Energies will be doing gas main improvements and the information has been given to those affected as well as put on the City's website.

The Babe Mann Park Shelter will not be taking reservations this year as it will be torn down. Recreation Director Sorvick will send out a news "blast" letting people know about this.

**COMMITTEE REPORTS**

**LEGISLATIVE & REGULATORY**

**Demerit Point Assessment for Bernie's Pub and Grill**

Alderman Young asked Chief Christensen to explain. Chief Christensen said during the yearly renewal check the police officer discovered that the bartender and only employee on the premise was not licensed to serve. She received a citation and the City issued 75 demerit points against Bernie's Pub and Grill, as outlined in the City's ordinance. Council President McClory asked why the establishment was not also cited as they allowed someone to serve without a license. City Attorney Phillips will look into it.

**NEW BUSINESS**

**Resolution 20-01 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing**

Administrator Heilman said this is a standard resolution to allow the project to continue timely before the loan has been obtained. ***Motion (Dunwiddie/Young) to approve Resolution 20-01. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Myrin, yes. Motion carried.***

**Architectural/Engineering Services for Babe Mann Park Shelter**

Administrator Heilman said no state plans are required but the City's Building Inspector wants an architect's stamp on the plans. He asked Kehoe Henry to put it together as it is not a large project. The

plans still need to go to the Park & Recreation Advisory Board. **Motion (Boggs/Shiroda) to approve Kehoe & Henry Architects for Architectural and Engineering Services for Babe Mann Park Shelter. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Myrin, yes. Motion carried.** Council President McClory asked when the current shelter would be demolished. Bill Henry said it is scheduled to be knocked down after July 4<sup>th</sup> and the new shelter should be completed by the end of 2020. Administrator Heilman asked if it could be done sooner. He will meet with Henry to work on getting the schedule moved up. DPW Manager Lindstrom pointed out there are two options with additional fees for Option A. Administrator Heilman said one option meets the budget and the other may need additional consideration.

**Change Order for Department of Public Works Building**

DPW Manager Lindstrom said this is Change Order #6 and it is a deduct to the remaining balance and reimburses the City. **Motion (Myrin/Shiroda) to approve Change Order #6 in the amount of -\$8,651.06 (a negative amount.) Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Myrin, yes. Motion carried.**

**Discussion on Signage Additions for Commerce/Tasch Drive**

Administrator Heilman said GPS was telling people they could turn left, however DPW Manager Lindstrom got that changed. However, it is felt additional signage is needed to address returning to Highway 67 as well as Interstate 43. The City is looking at additional signs to add to help direct drivers.

**ADJOURN**

**Motion (Dunwiddie/Boggs) to adjourn at 5:53 p.m. Voice vote, all approved, motion carried.**

Cairie L. Virrueta  
City Clerk

**CITY OF ELKHORN**  
**Finance & Judicial Committee Minutes**  
**First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin**

January 13, 2020

The Finance and Judicial Committee was called to order at 4:30 p.m. by Alderman McClory, followed by roll call.

**Roll Call**

Present: Aldermen Scott McClory, Tom Myrin, Tim Shiroda

Also present: City Administrator James Heilman, City Clerk Cairie Virrueta, Police Chief Joel Christensen, Fire Chief Rod Smith, DPW Manager Matthew Lindstrom

**Discussion on Truck/Equipment Purchases**

Administrator Heilman asked the committee to reaffirm the previous decision to not have departments bring purchases to the Council for approval if they were already approved in the budget. He said department heads would seek at least two or three quotes for equipment/trucks and only bring it to the Council for approval if it is over budget or if the department head wants to choose the higher priced quote. Committee members reaffirmed their support of this process.

**Discussion on Potter/Schmidt Signalized Intersections**

DPW Manager Lindstrom said the City worked with TADI in 2018 on the backups at this intersection and they made recommendations to alter the timing, however, issues are still experienced. The DOT and Sheriff's office have noticed the issues and asked the City to look into it more. This is a 2020 budgeted item and DPW Manager Lindstrom would like to continue with TADI to do a more in-depth review.

Alderman McClory told Lindstrom to let TADI know that the DOT will be installing lights at the HWY 12/67 and CTY ES intersection next year or the following. **Motion (Myrin/Shiroda) to go forward with TADI Group.** Police Chief Christensen asked when the study would take place and recommended after Memorial Day. DPW Lindstrom agreed so that they can see the heavy traffic during the summer months. Alderman McClory said the County's population doubles in the summer months. **Voice vote, all approved, motion carried.**

**Adjournment**

**Motion (Myrin/Shiroda) to adjourn at 4:40 p.m. Voice vote, all approved, motion carried.**

Cairie L. Virrueta  
City Clerk

**CITY OF ELKHORN**  
**Municipal Services and Utilities Committee**  
**Minutes**  
**First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin**

January 13, 2020

Municipal Services and Utilities Committee was called to order at 5:00 p.m. by Alderman Boggs followed by Roll Call.

**Roll Call**

Present: Frank Boggs, Karel Young, Ron Dunwiddie

Also present: Administrator James Heilman, City Clerk Cairie Virrueta, Utilities Operations Director John Murphy, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Police Chief Joel Christensen, Water Supervisor Nathan Steffen, Kellen Olshefski

**Presentations on Auto Meter Reading Programs**

Utilities Operations Director Murphy said this is the first of two sessions of presentations. He plans to have the final approval of the firm to go to Council on March 2<sup>nd</sup>. He will have a plan to educate residents about the new program. Tantalus did a presentation followed by Eaton Corporation. The next presentations are planned for a Committee of the Whole meeting on January 27<sup>th</sup>.

**Joint Facility Use Agreement between City Recreation Program/Elkhorn School District**

Recreation Director Sorvick said he worked with Jon Anzalone from the school district to update the agreement which was outdated. The school district passed the agreement. He will present it to the Park & Rec Board on January 15<sup>th</sup> and if they want any changes he will let the Council know.

**Adjournment**

**Motion (Dunwiddie/Young) to adjourn at 6:43 p.m. Voice vote, all approved, motion carried.**

Cairie L. Virrueta  
City Clerk

## Joint Facility Use Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Elkhorn Area School District (hereinafter referred to as the "District") and the City of Elkhorn (hereinafter referred to as the "City").

WHEREAS, the parties to this Agreement are desirous of entering into an agreement for the use of District and City property and facilities.

NOW THEREFORE WITNESS, that for and in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

### **Section I. Purpose**

The District and City recognize the financial and social benefits to the community of entering into partnership for the joint use of the school and city property and facilities located thereon, as defined in Attachment A, attached hereto and made a part hereof. The purpose of this Agreement is to maximize the educational and recreational facilities and opportunities for the residents of the City in the most cost-effective manner.

### **Section II. Term of Agreement**

This Agreement shall be for a period of one (1) year commencing on \_\_\_\_\_, 20\_\_\_\_ ending on \_\_\_\_\_, 20\_\_\_\_. Upon the expiration of this Agreement it shall be automatically renewed for additional periods of one (1) year unless terminated in the manner provided herein.

### **Section III. Termination**

The Agreement may not be terminated during the first year except for cause or by agreement of all parties. Thereafter, any party may terminate the Agreement by giving not less than 90 days written notice prior to the end of the agreement.

All parties shall have a reasonable period of time, not to exceed 30 days, following termination of the Agreement, to remove personal property and equipment.

### **Section IV. Joint Facility Use Disputes**

If any dispute or difference arises from the terms and conditions of this agreement or from the use or proposed use of a facility, said dispute or difference shall be referred to the School District Superintendent and the City Administrator, or their designees, for joint resolution.

### **Section V. Fees and Charges; Financial Procedures**

It is the intention of each party to waive facility use fees which might otherwise be charged the other party. Charges tied directly to a program, including but not limited to staff overtime, shall not be waived. The parties agree to make every effort to limit staff overtime by cooperating in the scheduling of staff.

The District and City shall follow their respective policies and procedures regarding financial

transactions. Any charges to be assessed shall be itemized and provided to the prospective user. Prior to using the facility, any such charge shall be reviewed and accepted by the group, department or agency using the facility.

#### **Section VI. Facility and Equipment Use**

For ease of understanding, the party using the facilities of the other shall be designated hereinafter as the "User" and the party whose facilities are being used by the other party shall be designated as the "Owner".

The District and the City agree to share the use of all facilities and equipment when possible, including, but not limited to, those set forth in Attachment A. Any damage as a result of improper use shall be the responsibility of the User. User shall be permitted to arrange an inspection of the facilities through the Owner's designee.

The following school facilities will be made available during non-school hours and after school programs have ended: classrooms, gymnasiums, swimming pool, cafeterias, auditoriums, multipurpose rooms, computer lab, outdoor fields, agility center, fitness center and facilities. With proper authorization and supervision, additional areas may be utilized, such as the non-cafeteria kitchens, art rooms, and music rooms. The City agrees to make all parks and recreation facilities available to the District during their normal operating season. Special consideration may be given to certain educational program uses.

As feasible, each Owner will provide adequate storage space on site for the User's program-related equipment. Items brought to a facility by the User shall not be left at a facility without advanced approval. This approval shall include designation of an assigned place for storage as identified by the Owner. In all cases without regard to fault, risk of loss of such property shall be upon the owner of the items stored.

#### **Section VII. Scheduling of Facilities**

Facility scheduling shall be requested 14 days prior to any event using the school district's online scheduling system, in which the district will submit approval for each school facility application sent. Application for use shall be as provided below to ensure priority use. Application for facility use from community groups or the general public will not be approved until after the dates set forth below. However, those community/general public groups that have traditionally (during the past 5 years as of February 1, 2019 ) used the District facilities on an annual basis will be allowed to continue such use. Applications filed after the deadline shall not supersede an approved permit.

The District and the City agree to notify each other immediately of any conflicts that arise after the start of the permitted period. Each party agrees to provide, if possible, alternate space/fields for use when these situations occur. No permits may be cancelled without twenty-four hours' notice except under extreme circumstances, such as mechanical failure. It is understood and agreed by and between the parties that the cancellation or modification of use permits shall be undertaken only in cases of necessity.

In the scheduling of City facilities, the City will have first priority and District activities shall have second priority. All other activities or events scheduled shall follow in priority.

In the scheduling of school facilities, school events and programs shall have first priority, and parks and recreation programs established by the City have second priority. All other activities or events scheduled by other groups or agencies shall have third priority. Any activities scheduled outside of the timetable shall be mutually agreed upon by the District and the City.

- A. Planning Timetable: Applications for Seasonal Activities should be submitted 4-6 months prior to every scheduled event to guarantee priority after all district programs. Owner shall submit an online request within fourteen (14) days of receipt of application or notify User of the unavailability of the facility within the same fourteen (14) day period.

August 1: All programs for winter and spring season (months September – April approx.) shall be submitted on or before this date to ensure second priority after all district events, practices, performances, etc.

March 1: All programs for summer and fall season (months May – October approx.) shall be submitted on or before this date to ensure second priority after all district events, practices, performances, etc.

Applications outside of the two dates listed above must be submitted 14 days prior to a requested event. In this case all programs scheduled regardless of being district programs, will not be rescheduled to accommodate the city's programs. Owner shall issue a written permit within seven (7) days of receipt of application or notify User of the unavailability of the facility with in the same seven (7) day period.

If the Community Engagement Coordinator needs to schedule other activities after the notification and approval of school activities and facilities requests have been sent to the Parks and Recreation Department, the Community Engagement Coordinator will call the Parks and Recreation Department for an available schedule.

When schools are closed early, or closed during the day due to inclement weather or other emergency, no Parks and Recreation activity will be held. Parks and Recreation staff will notify the School District personnel when park facilities are not available due to inclement weather.

If a school activity must be canceled and rescheduled on the night of a Parks and Recreation activity due to a building emergency, or early school-closings, the District will inform the Parks and Recreation Department as soon as possible.

If the City needs to schedule other activities after the District has received the facility activity schedule, the City will call the District for availability schedule.

### **Section VIII. Information Sharing**

In order to keep the youth aware of the opportunities available to them, the District agrees to develop guidelines for the effective distribution of City Parks and Recreation literature/information to the school age youth throughout the school system. Both parties also agree to maintain a collaborative effort using Facebook and other social media platforms to inform



the community of any literature/information to school age youth.

The District and the City shall share information pertaining to improvements, changes, and updates relating to planning for facility improvements.

The Owner shall provide the User within thirty (30) days written notice of plans to alter, renovate or otherwise make unusable a specific facility, giving the estimated date when facility can again be placed in use. This provision does not prohibit necessary emergency repairs without such notice. In any event, the User will be notified as soon as possible when a facility is unusable.

### **Section IX. Facility Supervision**

The User shall at all times provide sufficiently trained personnel to adequately supervise and monitor the participants and spectators. When scheduling use of the facility, the User shall inform the Owner of the identity of the person who will be in charge. To ensure the User's ability to maintain order while using facilities hereunder, each party hereto grants to the other party the authority to promulgate rules and regulations for the use of facilities reserved hereunder during the period of reserved use.

### **Section X. Cooperative Development of Future Recreational Facilities**

If the parties determine it to be mutually beneficial to jointly undertake a future renovation or construction of recreational facilities, the parties shall enter into a separate written agreement which shall set forth the rights and obligations of the parties with respect to that development.

The City and the District agree to meet and confer with each other during the facility site selection, cost evaluation, and preliminary engineering process so that the development of a new facility, whether recreational or educational in nature, meets the needs of both parties.

### **Section XI. Maintenance of Facilities/Reimbursable Costs**

Maintaining District facilities shall be the responsibility of the District. Maintaining City facilities shall be the responsibility of the City. The City's and the District's incidental and ordinary costs (such as heat and light and wear and tear on fields) are deemed to be offsetting. However, direct costs incurred in making facilities available, which are over and above the incidental or ordinary, shall be reimbursable by either party to the other. Direct or reimbursable costs shall include, but are not limited to, repairs due to vandalism, janitorial service or special modifications of a facility which are required to be made to accommodate use by the other party. The parties hereby agree to maintain the premises of the other in good repair while they are under their control and to bear the cost for required repairs which are attributable to a breach of this duty.

#### **A. Custodial Duties/Compensation**

- a. Duties of the Owner
- b. Opening and securing the building (if required by both parties)
- c. Remaining on-site throughout the duration of the scheduled event. (if required by both parties)
- d. Performing routine maintenance and cleaning
- e. Set-up and take down any assigned and/or equipment as necessary
- f. Be available for emergency services and for access to a telephone as may be needed.

#### **B. Owner Compensation**

- a. Any custodian remaining on-site after contractual hours will be paid according to District personnel policies.
- b. When a City recreation program or activity is in progress at a time when custodian is still on duty for the schools, there shall be no charge to the City as long as the space does not require additional cleaning.

## **Section XII. Insurance Requirements**

### Property

The City will be responsible for their property, including materials, supplies, and furniture and fixtures. The District will not provide any insurance coverage for any property owned, rented, leased or in care, custody or control of the City, either on or off premises, including the real and personal property of any volunteer or other organization providing such property to the City for its use and judgment. In the event a party is required to obtain insurance under the terms of this Agreement, but is unable to do so because of a lack of an insurable interest, the party owning the property shall secure the insurance. The said owner shall be fully reimbursed for the costs of the insurance by the party required to provide the insurance, but lacking the insurable interest.

The District shall be responsible for its own real and personal property.

### Commercial General Liability

Each party shall exchange evidence of its comprehensive liability insurance coverage with combined single limit coverage in the amount of one million dollars (\$1,000,000) for bodily injury and property damage or one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage. Coverage must be provided under such policy(ies) for premises/operations, products/completed operations and contractual liability.

The District and City are to be named by the User on the certificate of insurance as an additional insured for all operations performed within the scope of this Agreement during the operations and use period. All certificates of insurance must provide for guaranteed thirty-day notice to the other party of cancellations, non-renewal.

### Hold Harmless Agreement

The User shall be responsible from the time of the beginning of their operation at any location belonging to the Owner for all injury or damage of any kind resulting from their operation, to persons or property regardless of who is the owner of the property. Provide that the extent of the User's liability in all instances shall be limited to the valid and collectable insurance in force at that time; provided further, the User shall not agree to waive their right to governmental immunity in any action brought against the User.

In addition the liability imposed upon the User on account of personal injury, including death, or property damage suffered through the User's negligence, or the negligence of their employees or volunteers, which liabilities are not impaired nor otherwise affected hereunder, the User shall save the Owner, including its employees and volunteers harmless, and the user agrees to indemnify the owner from every expense, liability or payment arising out of or through injury, including death, to any person or persons or damage to property, attorney fees and/or litigation, regardless of who may be the owner of the property, of any site in which the User's operations are located, arising

out of or suffered through any negligent act or omission of the User, including their employees and volunteers or anyone directly or indirectly employed by or under the supervision of the User's employee or volunteer, in the prosecution of the operations included in this agreement; provided that the extent of the User's liability in all instances shall be limited by and payable from the valid and collective insurance in force at that time; provided, further, the User shall not agree to waive its right to governmental immunity in any action brought against them.

### **Section XIII. Liability/Enforcement of Rules and Regulations**

To the extent permitted by law, the User hereby agrees to accept responsibility for any and all costs, damages or expenses arising from any injury to persons or property on the premises belonging to the Owner which occurs while the User is using the premises, and which is attributable to the negligence of the User or its employees.

So as to assure the User's ability to maintain order in its programs, the Owner hereby grants the User authority to promulgate rules and regulations for the use of the Owner's premises and further grants to the User the authority to enforce such rules and regulations on the subject premises during such times as they are under the control of the User.

### **Section XIV. Successors and Assignment**

All of the terms, provisions and conditions set forth in this Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the parties hereto.

The City shall not sell, assign or convey their rights under this Agreement. However, the City may enter into secondary agreements with other parties or agencies so as to permit other parties or agencies to use the subject premises. Any secondary agreements shall be approved in writing by the other party to this Agreement.

The District shall not sell, assign or convey their rights under this Agreement. However, the District may enter into secondary agreements with other parties or agencies to permit the other parties or agencies to use the subject premises. Any secondary agreements shall be approved in writing by the other party to this Agreement.

### **Section XV. No Discrimination/Third Parties**

Each party agrees that at no time shall it discriminate against any person on the grounds of race, religious affiliation, national origin, disability, sex or age when using the facilities of the other parties.

Further, the parties agree that, to the extent one party should make the subject facilities available to a third party, individual or organization, it will assure that the third party abides by this contract. Any third party agreement shall contain similar nondiscriminatory language.

### **Section XVI. Severability**

It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses, and phrases of the Agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

**Section XVII. Notices**

Where notices to either party are required hereunder, they shall be either delivered in person or sent by first class mail, postage prepaid, to the following addresses:

**District:**

Community Engagement Coordinator  
Elkhorn Area School  
District  
3 North Jackson  
Street  
Elkhorn, WI 53121

**City:**

Parks and Recreation Director  
City of Elkhorn  
9 South Broad Street  
Elkhorn, WI 53121

The above addresses or designees may be changed at any time by giving written notice of the change to the remaining party of this Agreement.

**Section XVIII. Applicable Law**

This Agreement shall be constructed and interpreted according to the laws of the state of Wisconsin. Both parties shall at all times in the performance of obligations under this agreement, comply in all material respects with all applicable laws, ordinances and regulations of Federal, State, and Local governmental entities having jurisdiction, and shall obtain all required permits.

IN WITNESS WHEREOF, The parties hereto have executed this agreement on the date and year first above written.

**Witness:**

Elkhorn Area School District

\_\_\_\_\_  
Superintendent

**Witness:**

City of Elkhorn

\_\_\_\_\_  
City Administrator

**CITY OF ELKHORN  
RESOLUTION No. 20-02**

A Resolution Authorizing a Temporary Polling Place for Voting  
Purposes in the City of Elkhorn for the April 7, 2020 Spring Presidential  
Preference Election and the November 3, 2020 General Election

WHEREAS, the City of Elkhorn is authorized under Section 5.25(4) of the Wisconsin Statutes to temporarily move the polling place for Districts I (Ward 1), II (Wards 2 and 7), III (Ward 3), IV (Wards 4 and 8), V (Ward 5), and VI (Ward 6) for election reporting purposes by resolution; and

WHEREAS, it is the option of the City staff that the regular polling place at the Recreation Center, 200 Devendorf Street will be unable to accommodate the large turnout of voters expected;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Elkhorn, Wisconsin, held on the 20<sup>th</sup> of January 2020, a quorum being present and a majority of the Council voting therefore, said Council does resolve as follows:

BE IT FURTHER RESOLVED that the Clerk is authorized to move the polling place for Districts I, II, III, IV, V and VI for election reporting purposes for the April 7, 2020 and November 3, 2020 Elections to the National Guard Armory, 401 Fair Avenue, Elkhorn, Wisconsin.

BE IT FURTHER RESOLVED that this resolution shall take effect and be in force from and after its passage.

ADOPTED this 20<sup>th</sup> day of January, 2020

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Scott McClory, Mayor Pro-Tem

ATTEST:

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Cairie L. Virrueta