



**CITY OF ELKHORN  
COMMON COUNCIL MEETING AGENDA**

**March 4, 2024 - 5:30 p.m.**

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

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment** *Public comments are limited to three minutes each. The public may speak on any item of City concern whether or not the topic is included on this agenda. However, if the topic does not pertain to an item listed on the Council agenda, the Council is not permitted to address or discuss the matter during this meeting. Under open meeting laws, the Council must notice an item on the agenda to allow discussion on that matter. If Council is not permitted to discuss your concerns, your comments will be considered and may be placed on a future agenda for further discussion.*
- 5) **Consent Agenda** *(One motion & a second will approve all of the following items listed. Any item may be pulled from the list and handled separately.)*
  - a) Common Council Meeting Minutes February 19, 2024
  - b) Temporary Class "B" Beer license for the Elkhorn Area Chamber of Commerce, Trivial Blarney at 101 N. Wisconsin St. on March 16, 2024; 5:00 to 10:00 pm.
  - c) Temporary Class "B" Beer licenses for the Walworth County Agricultural Society at the Walworth County Fairgrounds, Rodeos. See attached list of event dates and times.
- 6) **Report of City Officers**
  - a) Mayor
  - b) City Administrator
- 7) **Presentation**
  - a) Taylor Smith, Board Chair, Walworth County Food and Diaper Bank;  
Tammy Dunn, Executive Director, Walworth County Food and Diaper Bank
    - i) Overview of services
    - ii) Plans for new facility in business park
- 8) **Unfinished Business**
  - a) Motion to take the following items off the table
    - i) Discussion and possible decision regarding MOU with St. Patrick's Parish to fund the installation of a Safe Haven Baby Box at the Elkhorn Fire Department
      - (1) Proposed Resolution 24-08: A Resolution Approving Memorandum of Understanding between City of Elkhorn and St. Patrick's Parish regarding Installation and Sponsorship of Safe Haven Baby Box
    - ii) Discussion and possible decision regarding contract with Safe Haven Baby Boxes, Inc. for installation and maintenance of a Safe Haven Baby Box at the Elkhorn Fire Department
    - iii) Discussion and possible decision regarding proposed Ordinance No. 24-02: An Ordinance Allowing the Operation of All-Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) on City of Elkhorn Streets *(first and possible second reading)*
    - iv) Discussion and possible decision regarding bids for 2024 NEWTP Water and Sewer Extension Project
- 9) **New Business**

- a) Discussion and possible decision regarding execution of a contract with Visu-Sewer, LLC for the 2024 Sewer Rehabilitation Project in the amount of \$1,549,867.50
- b) Discussion and possible decision regarding execution of a contract with Applied Technologies for the 2024 Sewer Rehabilitation Project in the amount of \$118,480.00
- c) Discussion and possible decision regarding execution of a contract with Willkomm Excavating for the 2024 E Centralia St Phase II Reconstruction Project
- d) Discussion and possible decision regarding execution of a contract with Kapur to provide construction engineering services for the 2024 E Centralia St Phase II Reconstruction Project in the amount of \$209,436.00
- e) Discussion and possible decision regarding execution of a contract with Payne and Dolan for the STH 67 Bypass Lane Construction Project in the amount of \$156,956.56
- f) Discussion and possible decision regarding execution of a contract with Kapur to provide construction engineering services for the STH 67 Bypass Lane Construction Project in the amount of \$13,478.00
- g) Discussion and possible decision regarding recommendation from Recreation Advisory Committee to amend Recreation Department's 2024 budget to increase number of kids in before/after school program
- h) Discussion and possible decision regarding issuance of request for proposals for building inspection services
- i) Discussion and possible decision regarding conditional use permit for Dunkin Donuts and Mobil Gas Station located at 195 Commerce Dr.

**10) Adjourn into Closed Session**

- a) Pursuant to Wisconsin Statute 19.85(1)(c) a closed session to consider the employment, promotion, compensation or performance evaluation of data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
  - i) Discussion re contract with Assistant Chief Trent Eichmann to serve as interim fire chief

**11) Reconvene in Open Session** for possible action on Closed Session item

**12) Adjourn**

DATED at Elkhorn, Wisconsin, this 1st day of March 2024

Lacey L. Reynolds, City Clerk

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

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**CITY OF ELKHORN COMMON COUNCIL**  
**MEETING MINUTES**  
**February 19, 2024**  
**COUNCIL CHAMBERS, 311 SEYMOUR CT., ELKHORN, WI 53121**

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

**ROLL CALL**

Present: Mayor Bruce Lechner, Alderpersons Tim Shiroda, Gary Lee Payson Jr., Ron Dunwiddie, Scott McClory, Ken Meinel, Karel Young.

Others present: City Administrator Adam Swann, Attorney Ward Phillips, City Clerk Lacey Reynolds, Police Chief Joel Christensen, Director of Public Works Matthew Lindstrom, Interim Fire Chief Trent Eichmann, Finance Director Corrie Daly, Recreation Director Karl Sorvick, Library Director Chad Robinson, Utility Field Office Coordinator Dawn Gall, Water Superintendent Tim Boss, City Engineer Mike Timmers, other interested persons.

**PUBLIC COMMENT**

Judy Arline, Rodney Thurin, Caleb Nelson, Harold Romie, Brenda Thurin and Glenn Grant all shared concerns about the potential homeless shelter. Michelle Shilts spoke about the Baby Box.

**CONSENT AGENDA**

*Motion (Payson Jr./Meinel) to approve the minutes for the Financial & Judicial Committee and Common Council February 5, 2024. Voice vote, all approved, motion carried.*

**BILLS PAYABLE**

*Motion (McClory/Dunwiddie) to approve the City and Utility Bills in the amount of \$8,385,694.69. Roll call vote: McClory, yes; Dunwiddie, yes; Payson Jr., yes; Shiroda, yes; Young, yes; Meinel, yes. Motion carried.*

**REPORT OF CITY OFFICERS**

**MAYOR'S REPORT** – Swearing in of Elkhorn Area Fire Department personnel. Attorney Phillips swore in nine members of the Elkhorn Area Fire Department.

**CITY ADMINISTRATOR'S REPORT** – Administrator Swann meet with Briohn Building Corp. regarding a potential industrial park near Kunes. City staff are working on a space needs analysis RFP for the Fire Department as well as an RFP for a Building Inspector. Swann shared Recreation Director Sorvick is seeking donations to sponsor the fireworks and clarified Community Action has not submitted an application to the Plan Commission or City regarding a homeless shelter, they expressed interest in a location in Elkhorn.

**REPORTS OF CITY BOARDS AND COMMUNITY PARTNERS**

Fire Advisory Board – next meeting will be in April.

Library Board – Alderman Shiroda reported the library was awarded a grant from the Elkhorn Fund in the amount of \$1,700 and the library was selected to participate in the youth astronnet.

Recreation Advisory Board – Recreation Director Sorvick reported he officially accepted the silver star award for the Clue Room which was presented by the WI Park and Rec Association. The next meeting will be on Wednesday at 5:30 pm.

Chamber of Commerce – Chris Clapper reported the chamber will be attending the Chicago golf show in collaboration with Evergreen, the Wisconsin Governor's Conference on Tourism will be hosted at the Grand Geneva in March, Neon Lights is a new festival at the Fairgrounds in August and the Chambers 50<sup>th</sup> anniversary is coming up in September and will hopefully include the new park unveiling.

Community Grant Writer – Katie James reported the City was awarded a DOT grant for \$320,000 which will be applied to the Centralia St. project in 2025. James attended the Wisconsin Economic Development Conference, won \$15,000 for Habitat for Humanity and \$35,000 for EASD's project lead the way.

## **COMMITTEE REPORTS**

### Financial & Judicial

Discussion and possible decision regarding the Municipal Court and staffing. *Motion (McClory/Payson Jr.) to approve the Financial and Judicial Committees recommendation to change the Municipal Court Clerk position to part time after the current court clerk retires. Voice vote, all approved, motion carried.*

## **UNFINISHED BUSINESS**

Motion to reconsider the proposed contract with Associated Bank to provide banking services to the City from February 1, 2024 – January 31, 2028. *Motion (Payson Jr./Meinel) to reconsider the proposed contract with Associated Bank to provide banking services to the City from February 1, 2024 – January 31, 2028. Voice vote, 5-yes, motion carried. (Aldersperson Young did not vote on this agenda item).*

Discussion and possible decision regarding the proposed contract with Associated Bank to provide banking services to the City from February 1, 2024 – January 31, 2028. Alderspersons Payson Jr. and McClory request the city research and collect multiple proposals for review prior to the contract renewal in 2028. *Motion (Payson Jr./Meinel) to approve the proposed contract with Associated Bank to provide banking services to the City from February 1, 2024 – January 31, 2028. Roll call vote: Payson Jr., yes; Meinel, yes; Shiroda, yes; Dunwiddie, yes; McClory, yes. Motion carried. (Aldersperson Young did not vote on this agenda item).*

## **NEW BUSINESS**

Discussion and possible decision regarding MOU with St. Patrick's Parish to fund the installation of a Safe Haven Baby Box at the Elkhorn Fire Department and Discussion and possible decision regarding contract with Safe Haven Baby Boxes, Inc. for installation and maintenance of a Safe Haven Baby Box at the Elkhorn Fire Department. City Clerk Reynolds reported the city's insurance company reviewed the contract and has some concerns. Attorney Phillips requested to review the contract further and update the contract. *Motion (McClory/Dunwiddie) to table the items until the March 4, 2024 meeting. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding proposed Ordinance No. 24-02: An Ordinance Allowing the Operation of All-Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) on City of Elkhorn Streets (*first and possible second reading*). Aldersperson Dunwiddie made a motion to waive the first reading and it was seconded by Aldersperson Payson Jr., the motion was then withdrawn. Discussion took place. Attorney Phillips and Police Chief Christensen both requested further review of the ordinance draft specifically regarding insurance requirements, age limit of drivers and map. Aldersperson McClory requested the ordinance to reflect the rules of the road. *Motion (Payson Jr./Dunwiddie) to table the item until the March 4, 2024 meeting. Voice vote, all approved, motion carried.*

## **PRESENTATION**

Pam Carper, Housing Program Manager, WCEDA gave a presentation of WCEDA's efforts to promote workforce housing in Walworth County.

Dale Broeckert, P.E., Foth Infrastructure & Environment, LLC updated the Council on the water system quality and projects as well as provided an overview of bids and alternates for the NEWTP water and sewer extension project.

## **NEW BUSINESS Continued**

Discussion and possible decision regarding bids for 2024 NEWTP Water and Sewer Extension Project. Broeckert reviewed the base bid and three alternates. Aldersperson Payson Jr. made a motion to approve the base bid and three alternates with Rock Road. Administrator Swann informed the Council the City did

not receive the funding for the safe drinking water fund loans and staff is unsure how much can be bonded. *Motion (Payson Jr./Dunwiddie) to table the item until the March 4, 2024 meeting. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding postponing 2024 Lakeland WTP HMO Rehab Project to 2025. *Motion (Payson Jr./Young) to postpone the 2024 Lakeland WTP HMO Rehab Project to 2025. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding use of Park Funds for creation of concept design for park at 1750 North Wisconsin Street. *Motion (Payson Jr./Young) to approve the use of Park Funds for creation of concept design for park at 1750 North Wisconsin Street. Roll call vote: Payson Jr., yes; Young, yes; Meinel, yes; McClory, yes; Dunwiddie, yes; Shiroda, yes. Motion carried.*

Discussion and possible decision regarding City-owned cameras for City parks and parking lots. Police Chief Christensen recommended discussing this item and crime prevention during a closed session at another meeting.

Discussion and possible decision regarding the future of the Historic Preservation Commission. Discussion took place regarding looking for members or striking the commission from the code. The Council directed city staff to post a notice in the newspaper for two weeks in the month of March seeking members for the committee.

Discussion and possible decision regarding license agreement between City of Elkhorn and WE Energies for wireless attachments to City utility poles. *Motion (Payson Jr./McClory) to approve the license agreement between City of Elkhorn and WE Energies for wireless attachments to City utility poles upon city attorney review. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding proposed Resolution No. 24-06: A Resolution Approving Memorandum of Understanding Between City of Elkhorn and Creekside Community Development, LLC regarding Access, Approvals, and Timelines for Creekside Community Development. *Motion (Payson Jr./Dunwiddie) to approve Resolution No. 24-06: A Resolution Approving Memorandum of Understanding Between City of Elkhorn and Creekside Community Development, LLC regarding Access, Approvals, and Timelines for Creekside Community Development. Roll call vote: Payson Jr., yes; Dunwiddie, yes; Meinel, yes; Young, yes; Shiroda, yes; McClory, yes. Motion carried.*

Discussion and possible decision regarding proposed Resolution No. 24-07: A Resolution Authorizing the City of Elkhorn to Petition the Wisconsin Office of the Commissioner of Railroads for a Public Crossing at Getzen Street, a Public Street Located South of East Centralia Street. *Motion (Dunwiddie/Payson Jr.) to approve Resolution No. 24-07: A Resolution Authorizing the City of Elkhorn to Petition the Wisconsin Office of the Commissioner of Railroads for a Public Crossing at Getzen Street, a Public Street Located South of East Centralia Street. Roll call vote: Dunwiddie, yes; Payson Jr., yes; Shiroda, yes; McClory, yes; Young, yes; Meinel, yes. Motion carried.*

#### **ADJOURN TO CLOSED SESSION**

*Motion (Payson Jr./Young) to adjourn to closed session where the Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(e) for the purpose of deliberating or negotiating an offer to purchase public property Lot 53 (Tax Key YU SW 00047), Lot 54 (Tax Key YELC 00475), Lot 55 (Tax Key YELC 00476), Lot 56 (Tax Key YU SW 00064) and the Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(g) for the purpose of 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. Voice vote, all approved, motion carried. Adjourned to closed session at 7:03 p.m.*

**RECONVENE IN OPEN SESSION**

Reconvened in open session at 7:28pm. The Common Council shall RECONVENE INTO OPEN SESSION reserving the right to take action on the matters discussed in CLOSED SESSION and to move to the remaining meeting agenda(s) as posted.

Discussion and possible decision regarding offer to purchase public property Lot 53 (Tax Key YU SW 00047), Lot 54 (Tax Key YELC 00475), Lot 55 (Tax Key YELC 00476) and Lot 56 (Tax Key YU SW 00064). *Motion (Payson Jr./Dunwiddie) to advise city staff to counter the existing offer as directed in closed session. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding enforcement of development agreement (and amendments) with E&M Elkhorn, LLC for Tasch Land. *Motion (Payson Jr./Young) to direct city legal counsel to investigate and provide closed session advice to the Council. Voice vote, all approved, motion carried.*

**ADJOURN**

*Motion (Dunwiddie/Young) to adjourn at 7:30 p.m. Voice vote, all approved, motion carried.*

Lacey L. Reynolds  
City Clerk



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

For serving or selling alcohol, pursuant to Elkhorn Ordinance 12.03

The named organization applies for:

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under WI Statute 125.26(6) (unlimited licenses allowed per year) **and/or**
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under WI Statute 125.51(10) (two licenses allowed per year)

**Please Print Clearly**

**Organization Type:**

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

Organization Name Elkhorn Area Chamber of Commerce & Tourism Center, Inc.	Address 203 E. Walworth St. PO Box 41	City & Zip Code Elkhorn Wi 53121
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Phone 262-723-5788	Email chris@elkhornchamber.com
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Date Organized	If Incorporated, date incorporated: 9/19/974	Website Elkhornchamber.com
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President Marcia Blimbergs	Vice President Jeffrey Wales
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Secretary Christine Clapper	Treasurer Shane Griffin
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Name of Event Trivial Blarney	Date(s): 3/16/2024	Alcohol Sales Start Time: 5 pm	Alcohol Sales End Time: 10 pm
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Event Address (see below if a Wine Walk with more than one location; up to 20 locations allowed) 101 N. Wisconsin St. Elkhorn Wi (Community Room @ Library)	Estimated Attendance 150
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Describe Premises where beer/wine will be stored, sold and consumed (for Wine Walks, attach sheet listing each location address, premise description and licensed operator at each):  
**Portable Bar, Cooler, Trailer for Storage, concession style ticket sales**

Licensed Operator (Must be present at all times, If not currently licensed in Elkhorn, complete Temporary Operator's Application): <b>See Attached List</b>	Current City of Elkhorn Operator License No. <b>See Attached</b>
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**DECLARATION**

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

Officer Marcia Blimbergs Date 2/29/24 Officer Christine Clapper Date 2/29/24

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

**Temporary B License Additional Information**

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

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

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

**Office Use Only** Date Received: \_\_\_\_\_ Date Approved by Common Council: \_\_\_\_\_ License No. \_\_\_\_\_

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

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

\*Chamber Staff will be present at all events



<u>Applicant</u>	<u>Location</u>	<u>Beverage Type</u>	<u>Event, Date, Time</u>	<u>Day of the week</u>
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 5, 2024 from 1pm-10pm	Fri
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 6, 2024 from 1pm-10pm	Sat
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 7, 2024 from 1pm-9pm	Sun
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 12, 2024 from 1pm-10pm	Fri
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 13, 2024 from 1pm-10pm	Sat
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 14, 2024 from 1pm-9pm	Sun
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 19, 2024 from 1pm-10pm	Fri
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 20, 2024 from 1pm-10pm	Sat
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 21, 2024 from 1pm-9pm	Sun
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 26, 2024 from 1pm-10pm	Fri
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 27, 2024 from 1pm-10pm	Sat
Wal Cty Ag Society	Fairgrounds	Beer	Rodeo, April 28, 2024 from 1pm-9pm	Sun

# MEMO

TO: Mayor Bruce Lechner  
Alderman Ronald Dunwiddie  
Alderman Scott McClory  
Alderman Ken Meinel  
Alderman Gary Payson, Jr.  
Alderman Tim Shiroda  
Alderman Karel Young

FROM: Adam Swann

DATE: March 1, 2024

RE: Common Council Meeting on March 4, 2024

## City Administrator Report

- **Litter removal on state and county roads**

During the past few weeks, I've had communications with DOT and Walworth County about removing litter on state and county roads and rights-of-way in the City. These communications arose due to the presence of litter in these areas, particularly near the I-43 and Highway 12 interchanges. According to the County, they remove litter on state roads one time per year because DOT will only reimburse counties to remove litter on state roads one time per year, although technically counties are able to provide these maintenance services more frequently if they do not seek reimbursement. The County removes litter from County roads twice per year, although the County doesn't restrict their personnel from removing litter more frequently in problem areas. The County is planning on doing their annual pickup of litter on state roads later this spring/summer prior to the start of mowing season.

Special thanks go to the City's DPW street maintenance crew for cleaning up the following high-profile streets and rights-of-way in the City: 1) ditch lines on the north- and southbound lanes of S. Lincoln St.; 2) Commerce Ct. moving

north to the northbound on- and off-ramps of I-43; and 3) N. Wisconsin St. starting at E. Market St. moving north to the on-ramp of Highway 12.

- **Meeting with John Gunyon of Hazel Ridge Cemetery**

On Tuesday, February 27, DPW Director Matthew Lindstrom and I met with John Gunyon, president of Hazel Ridge Cemetery, to talk about the cemetery's history, current operations, and upcoming projects and needs. The cemetery is celebrating its 150<sup>th</sup> anniversary in 2024.

The cemetery has been trying to provide new alternative options for burials at the cemetery due to higher interest in cremations and rising burial costs. For example, the cemetery is offering a scattering garden where people can scatter ashes at a low cost. The cemetery is also working on a columbarium where people can bury/store urns. The cemetery is also installing new signage that will share some of the cemetery's history.

- **Review of City's safety strategy and resources**

One of the new business items on the last Council agenda pertained to the use of security cameras in the City. Pursuant to the police chief's request, the Council was agreeable to scheduling a closed meeting on March 4 or March 18 to discuss the City's overall safety plan. Due to the extensive agenda for the March 4 meeting and the closed meeting already scheduled for March 4, the safety discussion will be scheduled for closed session on March 18, 2024.

## **Presentation**

- **Taylor Smith, Board Chair, Walworth County Food and Diaper Bank; Tammy Dunn, Executive Director, Walworth County Food and Diaper Bank**

- (i) **Overview of services**

- (ii) **Plans for new facility in business park**

The Walworth County Food and Diaper Bank (WCFDB) currently shares a facility with the Open Arms Clinic at 205 E. Commerce Ct. in the City's business park. The WCFDB owns a vacant parcel in the business park (i.e., tax key # YA478400003) behind Family Dental Arts. WCFDB has expressed a desire to leave the Open Arms Clinic building and construct a new facility on the parcel it owns and potentially buy a parcel owned by the City adjacent to tax key #YA47840003, to construct an even larger facility. Board Chair Taylor Smith and Executive Director Tammy Dunn are coming to the Council meeting

to provide a brief overview of WCFDB's services and to solicit some preliminary feedback from the Council about their idea for a new facility.

## **Unfinished Business**

- **Discussion and possible decision regarding MOU with St. Patrick's Parish to fund the installation of a Safe Haven Baby Box at the Elkhorn Fire Department**
  - (i) **Proposed Resolution 24-08: A Resolution Approving Memorandum of Understanding between City of Elkhorn and St. Patrick's Parish regarding Installation and Sponsorship of Safe Haven Baby Box**

After the last Council meeting, the City removed the problematic insurance provisions from the proposed contract with Safe Haven Baby Boxes, Inc., and Safe Haven Baby Boxes, Inc. is agreeable to the proposed changes. Since the last meeting we've also drafted a proposed resolution to approve the MOU with St. Patrick's Parish.

- **Discussion and possible decision regarding proposed contract with Save Haven Baby Boxes, Inc. for baby box at fire station**

As mentioned above, the City's insurance company is satisfied with the revisions to the proposed agreement with Safe Haven Baby Boxes, Inc.

- **Discussion and possible decision regarding proposed Ordinance No. 24-02: An Ordinance Allowing the Operation of All-Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) on City of Elkhorn Streets**

Since the last Council meeting, City Attorney Ward Phillips and Police Chief Joel Christensen have been revising the proposed ordinance authorizing the operation of ATVs and UTVs on City streets. DPW Director Matthew Lindstorm estimates that it would cost \$8,000 to install the ATV/UTV signs on City streets.

- **Discussion and possible decision regarding bids for 2024 NEWTP Water and Sewer Extension Project**

After the last Council meeting, financial adviser Brian Roemer of Ehlers and legal counsel from Quarles & Brady confirmed that the City can take into account the new water rate adjustment when evaluating the City's ability to

issue additional water revenue bonds. The City could issue revenue bonds closer to \$4,500,000 rather than the \$800,000 previously reported at the last Council meeting. This would be enough to cover the \$834,854.64 needed for the three alternates for the NEWTP project, the \$708,912.52 needed for the water portion of Centralia St. Reconstruction Project (Phase 2), and the \$485,020.62 needed to cover the portion of the Centralia St. Reconstruction Project (Phase 1) that was deemed ineligible for funding last year. The total for all three projects is \$2,001,787.78.

Although the additional bonding capacity discussed above is enough to cover all three projects, one thing to note is that this bonding authority is calculated based on the combined revenues from the water and electric utility because the City has for many years treated the water and electric utility as a combined utility for purposes of issuing revenue bonds.

An additional consideration is that if the City doesn't receive the \$3,300,000 in congressionally directed spending for the Lakeland Rehab Project, the City will have to find a way to finance this project in 2025. The goal would be to apply for Safe Drinking Water Fund loans if the congressionally directed spending is unavailable, but the City would still have to show that it is financially able to repay the SDWF loans. In addition, the 2025 Centralia St. Reconstruction Project (Phase 3) would require \$1,868,605 for water improvements. As a result, realistically the City is probably going to have to delay phase 3 of the Centralia St. Reconstruction Project to 2026. The one piece of good news is that the Water Fund's annual bond payments will drop by about \$200,000 in 2026 due to debt being paid off, so this will give the City some extra capacity.

One final consideration is that if the City were to reach a point in the next few years where the Water Fund was unable to generate the revenues to cover additional debt, the City could issue general obligation debt in an emergency situation.

As a reminder, during the last Council meeting, the low bid for the NEWTP water and sewer extension project was from Rock Road Companies, Inc. in the amount of \$2,533,204.81 if you accepted all three water alternates. The water alternates cost \$636,322.40 and would be paid for by issuing water revenue bonds. The sewer base bid is \$1,896,882.41 and would be paid for using a Clean Water Fund loan, which has been approved by the DNR. (Please note that the total costs would be \$834,854.64 for the Water Fund and \$2,661,670.65 for the Sewer Fund when the engineering design, construction management, and contingency are included.)

## New Business

- **Discussion and possible decision regarding execution of a contract with Visu-Sewer, LLC for the 2024 Sewer Rehabilitation Project in the amount of \$1,549,867.50**

The 2024-2028 CIP included the 2024 Sewer I&I Mitigation Project for Basin 2. The CIP listed an estimated project cost of \$1,705,610. Pursuant to the memo from Applied Technologies in your Council packet, the lowest bid came from Visu-Sewer, LLC in the amount of \$1,549,687.50. The overall project cost would be \$1,823,334.80 factoring in a contingency of 10% and the construction engineering costs of \$118,400. (The design costs were paid for several years ago through a separate bonding.) The City has submitted an ITA for this project to receive a Clean Water Fund loan. The City will have to submit an application by summer, with the funds expected to be received by late 2024, which means the Sewer Fund would have to use existing funds to bridge the gap until the funds are available. The Sewer Fund has approximately \$2,900,000 in available cash.

Although this project would likely receive a Clean Water Fund loan, the Sewer Fund revenues would not be sufficient to cover the debt service starting in 2025 without raising rates. Unfortunately, reducing the amount of the I&I project and/or splitting the project in half and trying to do part of it in 2024 and part of it in 2025 would not solve the problem; the Sewer Fund revenues would still be insufficient to cover the debt service for a smaller project.

Due to the Sewer Fund's limitations, the City may need to postpone the 2024 I&I Mitigation Project as well as the planned 2025 projects—i.e., Centralia St. Reconstruction Project (Phase 3) and the 2025 Nettesheim Lift Station Rehab.

- **Discussion and possible decision regarding execution of a contract with Willkomm Excavation for the 2024 Centralia St. (Phase 2) Reconstruction Project**

Willkomm Excavation was the lowest bidder for the base bid and any combination of the two alternates for the 2024 E. Centralia St. (Phase 2) Project. If Council approved the base bid and both alternates, the construction contract cost would be \$2,529,789.33. The overall construction cost would be \$2,992,204.26 factoring in construction engineering costs and a 10%

contingency. (This does not include engineering design costs, which were mostly paid for through the 2023 G.O. bond.) The City has a \$400,000 grant that will help lower the overall construction cost to \$2,592,204.26.

If Council approves moving forward with the project—including both alternates—it would be paid for by issuing \$1,550,903.34 in G.O. bonds and by applying for \$708,912.52 in Safe Drinking Water Funds and \$372,624.41 in Clean Water Funds. (Note: The Safe Drinking Water Fund Loan amount includes \$26,200 to cover engineering design costs, and the Safe Drinking Water Fund Loan includes an additional \$14,825 for engineering design costs.)

**Overall financial impact: When preparing the CIP for 2024, the City had anticipated issuing G.O. debt of \$2,945,000 for all CIP projects and equipment. Due to the favorable bid prices for the 2024 Centralia St. (Phase 2) Reconstruction Project and a few other changes, Finance Director Corrie Daly estimates that the G.O. debt needed for 2024 projects is \$2,245,185.89, which would result in a G.O. debt balance that is 62% of the City’s debt limit by May 1, 2024.**

- **Discussion and possible decision regarding execution of a contract with Payne and Dolan for the STH 67 Bypass Lane Construction Project in the amount of \$156,956.56**

The overall construction cost is estimated to be \$186,130.22. This includes the construction bid of \$156,956.56 from Payne and Dolan, a 10% contingency, and construction engineering services of \$13,478. The City budgeted to use \$289,173.60 in Capital Project Funds for this project in 2024, so the overall construction cost of \$156,956.56 is significantly less than anticipated, and the City has sufficient Capital Project Funds to cover this cost.

- **Discussion and possible decision regarding issuance of a request for building inspection services**

Last March when Council approved the temporary contract with Municipal Zoning and Inspection Services for building inspection services, the Council indicated that they wanted to issue an RFP for a longer-term building inspector. The Council packet includes a proposed RFP for these services. The tentative schedule for issuing the RFP and evaluating the proposals is as follows:

City issues Request for Proposals	March 19
Deadline for submission of questions related to RFP	April 1
Deadline for submittal of proposals	April 9 at noon
First review by Common Council and selection of inspectors for interviews	April 16
Common Council interviews selected inspectors	May 6
Potential Common Council action to accept a proposal	May 6
Potential Common Council action to finalize a contract with an inspector	May 20



## Adam Swann

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**From:** Taylor Smith <taylor.smith@wcfdb.org>  
**Sent:** Monday, January 22, 2024 12:28 PM  
**To:** Adam Swann  
**Cc:** Tammy Dunn  
**Subject:** Taylor / WCFDB - City of Elkhorn Statistics

Adam,

Only because I'll forget to share this with you if I wait too long, here are some of the statistics about the Food Bank's service to City of Elkhorn residents.

This quick blurb shows 2022 data for Number of Households served (not number of people). Elkhorn is the second highest resident population we served in 2022, at 26% of the total. Only Delavan was higher, at 27%.

Our analysis of 2023 activity will be completed soon, now that we've moved into 2024 and we'll be happy to share any significant changes with you when that is done.

WCFDB	
2022 - Percentage of Households Served	
Delavan	27.1%
Elkhorn	25.9%
Lake Geneva	19.7%
East Troy	4.5%
Whitewater	4.3%
Genoa City	4.3%
Walworth	3.1%
Darien	2.6%
Sharon	2.6%
Burlington	1.7%
Unidentified	1.6%
Williams Bay	1.1%
Pell Lake	0.8%
Fontana	0.5%
Zenda	0.2%

Again, thanks for your time today.

Sincerely,

Taylor

Taylor Smith | Board Chair  
Walworth County Food and Diaper Bank

224-558-2137  
[taylor.smith@wcfdb.org](mailto:taylor.smith@wcfdb.org)  
[Learn.](#) [Participate.](#) [Give.](#)

## **Memorandum of Understanding**

**WHEREAS**, the City of Elkhorn, Wisconsin, and St. Patrick's Parish have come together to collaborate with Safe Haven Baby Boxes, Inc. to install a safety device known as a Safe Haven Baby Box; and

**WHEREAS**, the City of Elkhorn, Wisconsin, and St. Patrick's Parish have agreed to enter into a collaborative agreement in which St. Patrick's Parish will sponsor the installation of a Safe Haven Baby Box in the City of Elkhorn, Wisconsin; and

**WHEREAS**, the Safe Haven Baby Box will be installed at the Elkhorn Fire Department at 13 S. Broad St.; and

**WHEREAS**, the City of Elkhorn, Wisconsin will enter into an agreement with Safe Haven Baby Boxes, Inc. for the installation and operation of a Safe Haven Baby Box provided that all installation and maintenance expenses are covered by St. Patrick's Parish; and

**WHEREAS**, the approximate cost to purchase the Safe Haven Baby Box device with a camera in accordance with Wisconsin Statute is estimated to be \$15,500; and

**WHEREAS**, the approximate cost to install the Safe Haven Baby Box device with a camera in accordance with Wisconsin Statute is estimated to be between \$5,000 and \$7,000; and

**WHEREAS**, the approximate cost of recertifying and maintaining the Safe Haven Baby Box device is estimated to be \$1,000 a year; and

**WHEREAS**, the approximate cost of the term renewal (every five years) with Safe Haven Baby Boxes, Inc beginning five years after the date of the original signed contract and every five years thereafter is estimated to be \$500; and

**WHEREAS**, the City of Elkhorn and St. Patrick's Parish understand that the Fire Department's operational needs take priority and may require moving or removing the Baby Box in the future, such as if the fire station undergoes repairs, remodeling, etc.

**NOW, THEREFORE**, it is hereby agreed by and between the parties as follows:

1. St. Patrick's Parish agrees to cover the expense of purchasing the Safe Haven Baby Box device.
2. St. Patrick's Parish agrees to cover all of the costs associated with the installation of the Safe Haven Baby Box device.
3. St. Patrick's Parish shall make their payments directly to Safe Haven Baby Boxes, Inc. and furnish a copy of each paid receipt to the City of Elkhorn.

4. St. Patrick's Parish agrees to cover the cost of recertifying and maintaining the Safe Haven Baby Box device in accordance with the terms of the contract between the City of Elkhorn, Wisconsin, and Safe Haven Baby Boxes, Inc.

5. The City may terminate this arrangement if any of the costs of maintaining the Safe Haven Baby Box are not covered by St. Patrick's Parish or the provision of the Safe Haven Baby Box at the Elkhorn Fire Department is deemed not to be in the best interests of the Fire Department or City.

By signing this Memorandum of Understanding the authorities representing the parties agree to the terms stated for their respective organizations.

**City of Elkhorn**

**St. Patrick's Parish**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ELKHORN  
RESOLUTION NO. 24-08**

**A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF ELKHORN AND ST. PATRICK’S PARISH REGARDING INSTALLATION  
AND SPONSORSHIP OF SAFE HAVEN BABY BOX**

**WHEREAS**, the City has negotiated a Memorandum of Understanding with St. Patrick’s Parish pertaining to installation of a Safe Haven Baby Box at the Elkhorn Fire Station, and a copy of said MOU is attached hereto as Exhibit A; and

**WHEREAS**, the MOU is necessary to set forth St. Patrick Parish’s financial commitment to pay the costs of installing and maintaining the Safe Haven Baby Box; and

**WHEREAS**, the MOU is necessary to set forth the City’s commitment to installing the Safe Haven Baby Box and conditions under which the City will continue to host the Safe Haven Baby Box; and

**WHEREAS**, the Council deems the MOU to further the City’s interests.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Elkhorn, Walworth County, Wisconsin hereby approves the Memorandum of Understanding, attached hereto as Exhibit A, between the City of Elkhorn and St. Patrick’s Parish.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bruce Lechner, Mayor

ATTEST:

\_\_\_\_\_  
Lacey L. Reynolds, City Clerk

Approved:  
Adopted:

# **EXHIBIT A**

## **Memorandum of Understanding**

**WHEREAS**, the City of Elkhorn, Wisconsin, and St. Patrick's Parish have come together to collaborate with Safe Haven Baby Boxes, Inc. to install a safety device known as a Safe Haven Baby Box; and

**WHEREAS**, the City of Elkhorn, Wisconsin, and St. Patrick's Parish have agreed to enter into a collaborative agreement in which St. Patrick's Parish will sponsor the installation of a Safe Haven Baby Box in the City of Elkhorn, Wisconsin; and

**WHEREAS**, the Safe Haven Baby Box will be installed at the Elkhorn Fire Department at 13 S. Broad St.; and

**WHEREAS**, the City of Elkhorn, Wisconsin will enter into an agreement with Safe Haven Baby Boxes, Inc. for the installation and operation of a Safe Haven Baby Box provided that all installation and maintenance expenses are covered by St. Patrick's Parish; and

**WHEREAS**, the approximate cost to purchase the Safe Haven Baby Box device with a camera in accordance with Wisconsin Statute is estimated to be \$15,500; and

**WHEREAS**, the approximate cost to install the Safe Haven Baby Box device with a camera in accordance with Wisconsin Statute is estimated to be between \$5,000 and \$7,000; and

**WHEREAS**, the approximate cost of recertifying and maintaining the Safe Haven Baby Box device is estimated to be \$1,000 a year; and

**WHEREAS**, the approximate cost of the term renewal (every five years) with Safe Haven Baby Boxes, Inc beginning five years after the date of the original signed contract and every five years thereafter is estimated to be \$500; and

**WHEREAS**, the City of Elkhorn and St. Patrick's Parish understand that the Fire Department's operational needs take priority and may require moving or removing the Baby Box in the future, such as if the fire station undergoes repairs, remodeling, etc.

**NOW, THEREFORE**, it is hereby agreed by and between the parties as follows:

1. St. Patrick's Parish agrees to cover the expense of purchasing the Safe Haven Baby Box device.
2. St. Patrick's Parish agrees to cover all of the costs associated with the installation of the Safe Haven Baby Box device.
3. St. Patrick's Parish shall make their payments directly to Safe Haven Baby Boxes, Inc. and furnish a copy of each paid receipt to the City of Elkhorn.

4. St. Patrick's Parish agrees to cover the cost of recertifying and maintaining the Safe Haven Baby Box device in accordance with the terms of the contract between the City of Elkhorn, Wisconsin, and Safe Haven Baby Boxes, Inc.

5. The City may terminate this arrangement if any of the costs of maintaining the Safe Haven Baby Box are not covered by St. Patrick's Parish or the provision of the Safe Haven Baby Box at the Elkhorn Fire Department is deemed not to be in the best interests of the Fire Department or City.

By signing this Memorandum of Understanding the authorities representing the parties agree to the terms stated for their respective organizations.

**City of Elkhorn**

**St. Patrick's Parish**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of \_\_\_\_\_, 2024 by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the City of Elkhorn, WI (“Provider”).

### RECITALS

**WHEREAS**, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Indiana law), and awareness related to preventing child abandonment.

**WHEREAS**, Wis. Stats. § 48.195, *et al* (the “Safe Haven Laws”), provides certain liability protections to local fire departments occurring solely in connection with the act of receiving custody of the child from the child's parents;

**WHEREAS**, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

**WHEREAS**, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

**WHEREAS**, Provider has consulted its legal, financial and insurance-related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at Elkhorn Area Fire Department, 13 S. Broad St. Elkhorn WI 53121. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit “A” (the “Policies and Procedures”)

of this Agreement, which is hereby made a substantive part of this Agreement by reference.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

**Section 3. Lease and Service Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of

SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a “Safe Haven Baby Box”. Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

#### **Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.

B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

**SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.**

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the City's master general liability and umbrella policies.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") only arising out of and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether by acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage

denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

#### **Section 10. Remedies.**

**A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**B. Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

#### **Section 12. Disclaimer and Limitation of Warranties.**

SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

### Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes  
Attn: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Provider Notice shall be given to:

City of Elkhorn  
PO Box 920  
Elkhorn, WI 53121

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other

Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

**“SHBB”**

By: \_\_\_\_\_  
Monica Kelsey, Founder / CEO  
Safe Haven Baby Boxes, Inc.

**“PROVIDER”**

By: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT A

### SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

#### **I. Purpose:**

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a Newborn infant safety device provided for under the Wisconsin Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

#### **II. Policies:**

- A. A Provider is a hospital or site, such as a fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
  1. When the door is accessed from the outside.
  2. When the newborn is placed in the box and activates the motion sensor.
  3. When electrical failure occurs to the Baby Box.

#### **III. Generic procedures when the Baby Box is Activated:**

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

**IV. Additional Procedures for designated Providers:**

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
  - ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will uninstall the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.

- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Department of Child Services (DCS) at 800-800-5556 within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

**V. Documentation (Documents & Forms):**

- A. Documents
  - 1. Weekly Safe Haven Baby Box alarm system checks
  - 2. All Safe Surrenders by date and time

EXHIBIT B  
SAFE HAVEN BABY BOXES, INC.  
SERVICES, FEES, AND EXPENSES SCHEDULE  
WISCONSIN

Initial Fee: \$15,500 with pre-installed camera. Required under Wisconsin Law

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
  - a. Examination of location
  - b. Administrative/Legal resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
  - a. Inspection of installation
  - b. Training to all emergency personnel
4. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
  - a. Recertification of the box by SHBB authorized personnel
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

*\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. *\*Alternatives may apply. Please contact SHBB for more information*

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Chapter 7 of the Elkhorn Municipal Code to Amend 7.02 and Add “Section 7.245” Entitled “Use and Regulation of All-Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs) on Elkhorn City Streets and Other Areas”**

**INTRODUCTION:**

**WHEREAS**, the City Council has been asked to consider designating specific roadways, alleyways, or other public rights of way in the City of Elkhorn to be permitted as ATV/UTV routes on highways as those terms are defined within Wisconsin Statute 232.33, within the territorial jurisdictional limits of the City of Elkhorn, and;

**WHEREAS**, an Ordinance is needed to describe the circumstances and conditions required for such use by such person or persons, and;

**WHEREAS**, the City Council, has considered the anticipated positive economic impact of such use to the City’s taxpayers and businesses balanced against the need to allow such use only in a manner consistent with the safety of all citizens within the City;

**THEREFORE, BE IT ORDAINED** that under the City’s general regulatory authority pursuant to Wis. Stats., §62.11(5), that the City adopts Wisconsin Statute 23.33 in its entirety as if fully set forth within this Elkhorn Municipal Code (EMC)

**AND BE IT FURTHER ORDAINED**, by the Common Council of the Elkhorn that the Municipal Code is hereby amended as follows:

**Section 7.02 is amended to state:**

*“Administrative Regulations Adopted: The following rules and regulation published in the Wisconsin Administrative Code, exclusive of any penalty provisions therein, are hereby adopted by reference and made a part of this chapter as if fully set forth herein.”*

Said section is further modified to add NR 64 as the first Administrative Code section adopted in the table set forth in 7.02(1).

**Section 7.245 is created to read:**

**SECTION 7.245:**

**1. PURPOSE.**

The purpose of this section is to establish routes for and regulate the operation of all-terrain vehicles and utility terrain vehicles in the City.

**2. DEFINITIONS.**

This ordinance adopts all definitions set forth in Wis. Stats., §340.01 and Administrative Code Section NR 64.02 and Wis. Stats., §23.33. The following are specifically identified for clarity:

- (A) “All-terrain Vehicle”: As defined in Wis. Stats., §340.01(2g), which states:

“All-terrain vehicle” means a commercially designed and manufactured motor-driven device that has a weight, without fluids, of 900 pounds or less, has a width of not more than 50 inches as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle’s basic operation, is equipped with a seat designed to be straddled by the operator, and travels on 3 or more tires.

- (B) “Bicycle Lane”: As defined in Wis. Stats., §340.01(5e), which states:

“Bicycle lane” means that portion of a roadway set aside by the governing body of any city, town, village, or county for the exclusive use of bicycles, electric scooters, electric personal assistive mobility devices, or other modes of travel where permitted under s. 349.23 (2) (a), and so designated by appropriate signs and pavement markings.

- (C) “Highway”: As defined in Wis. Stats., §340.01(22), which states:

“Highway” means all public ways and thoroughfares and bridges on the same. It includes the entire width between the boundary lines of every way open to the use of the public as a matter of right for the purposes of vehicular travel. It includes those roads or driveways in the state, county or municipal parks and in state forests which have been opened to the use of the

public for the purpose of vehicular travel and roads or driveways upon the grounds of public schools, as defined in s. 115.01 (1), and institutions under the jurisdiction of the county board of supervisors, but does not include private roads or driveways as defined in sub. (46).

(D) “Utility Terrain Vehicle”: As defined in Wis. Stats., §23.33(1ng), which states:

“Utility terrain vehicle” means any of the following:

1. A commercially designed and manufactured motor driven device that does not meet federal motor vehicle safety standards in effect on July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was originally manufactured with, all of the following:
  - a. A weight, without fluids, of 3,000 pounds or less.
  - b. Four or more tires.
  - d. A steering wheel.
  - e. A tail light.
  - f. A brake light.
  - g. Two headlights.
  - h. A width of not more than 65 inches as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle’s basic operation.
  - i. A system of seat belts, or a similar system, for restraining each occupant of the device in the event of an accident.
  - j. A system of structural members designed to reduce the likelihood that an occupant would be crushed as the result of a rollover of the device.
2. A commercially designed and manufactured motor driven device to which all of the following applies:
  - a. It does not meet federal motor vehicle safety standards in effect on July 1, 2012; is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked

vehicle; is designed to be used primarily off of a highway; and has, and was originally manufactured with, a weight, without fluids, of not more than 3,000 pounds.

- b. It has a width of 65 inches or less as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
- c. It is equipped with a seat designed to be straddled by the operator.
- d. It travels on 3 or more tires.
- e. It is not an all-terrain vehicle, as defined in s. 340.01 (2g).

### 3. DESIGNATION OF ATV/UTV ROUTES.

(A) MARKED ROADS ONLY. Pursuant to Wis. Stats. § 23.33(4)(d)4., except as otherwise provided in Wis. Stats. § 23.33(4), no person may operate an all-terrain or utility terrain vehicle on any road, freeway, or highway in the city, except on those roadways that are designated as all-terrain and utility terrain vehicle routes by this section.

(B) ALL ROADWAYS AT OR BELOW 35 MPH. Pursuant to Wis. Stats. § 23.33(11)(am)4, the City designates as ATV/UTV routes in the City of Elkhorn all public highways which have a speed limit of 35 mph or below in the City except as designated in section (C) below.

#### (C) EXCLUDED ROUTES.

##### Public Properties.

Routes do not include public properties, city-owned parks, except for those area which are designated parking areas where motorized vehicles normally park. No riding is permitted in areas designated as being for pedestrian use, including any sidewalk. No riding is permitted in bicycle lanes as marked by signal or road markings. Only residents of the City of Elkhorn may use public alleyways from their residence to gain access to the nearest designated ATV/UTV designated route. Such residents shall take the most direct route to and from their residence.

Private Property. Routes do not include private roads or driveways nor any private property in the city except with the permission of the owner.

Special Events. The city retains the right to close any city street to ATV/UTV operation for special events or street construction/repair without notice.

Proper Signage Required. Pursuant to Wis. Stats. § 23.33(8)(d), Riding is only permitted on routes marked with uniform all-terrain and utility terrain vehicle



route signs in accordance with section NR 64.12(7), Wisconsin Administrative Code.

Non-Route Crossings. Consistent with Wis. Stats., §23.33(4)(d), nothing in this Ordinance shall permit operation of an ATV/UTV on any highway with speed limits above 35 mph within the territorial limits of the City of Elkhorn, unless the rider is:

1. Crossing such roadway is incidental to an existing authorized trail or route use. Such crossing shall be in the most direct manner possible after coming to a complete stop on the authorized route and looking both ways before proceeding.
2. No crossing is permitted at any point an obstruction exists that prevents a quick and safe crossing.
3. During any such crossing the ATV/UTV operator must yield to all vehicles and pedestrian traffic.

4. **TAMPERING WITH SIGNAGE PROHIBITED.** No person may do any of the following unless authorized to do so.
  - (A) Intentionally remove, damage, deface, move, or obstruct any uniform all-terrain and utility vehicle route or trail sign or standard or intentionally interfere with the effective operation of any uniform ATV/UTV route or trail sign or standards if the sign or standard is legally placed by the state, any municipality, or any authorized individual.
  - (B) Possess any uniform ATV/UTV route or trail sign or standard of the type established by the city for the warning, instruction, or information of the public, unless he or she obtained the uniform ATV/UTV route or trail sign or standard in a lawful manner.
  - (C) Possession of a uniform all-terrain and utility terrain vehicle route or trail sign or standard creates a rebuttable presumption of illegal possession.

5. **TIMES OF OPERATION AND OTHER LIMITATIONS.**

- (A) Police Authority. Notwithstanding any other section herein, the Elkhorn City Police Department may temporarily close any ATV/UTV route whenever conditions require closure for safety, weather, or other legitimate police purposes.
- (B) Times. ATV/UTV's may not operate on any street in the City between the hours of 10:00 p.m. and 5:00 a.m.

- (C) Registration. No ATV/UTV shall be operated in the City of Elkhorn without proof of registration which is to be in the possession of the operator which shall be properly displayed on the vehicle or presented to any law enforcement officer or official upon request if not required by regulations to be affixed to the vehicle.
- (D) Licensure. No person may operate an ATV or UTV on any city street in the City of Elkhorn without a valid driver's license and shall display the license on demand to any law enforcement officer or official as described in Section 23.33(12) of Wisconsin Statutes. Instructional permits do not meet the criteria for a valid operator's license.

**6. ROUTE SIGN MAINTENANCE.**

- (A) All initial route signs will be installed and, thereafter, physically maintained by the City of Elkhorn Public Works Department in cooperation with Walworth County. No person may erect or remove any official designated route sign or signage, pursuant to this Ordinance, without the complete authorization of the City of Elkhorn Public Works Department in writing. Nothing in this section prevents groups, clubs, or organizations from paying or contributing to the cost of installation or maintenance of signage.
- (B) Any modification to the routes designated for ATV/UTV use must be approved by the City of Elkhorn Common Council by majority vote and no such modification is effective until new signage is installed.

**7. OPERATION.**

- (A) Operation of ATV/UTV's on designated routes shall be subject to all the provisions herein.
- (B) Operation of all ATV/UTV's shall be on the extreme right side of the roadway.
- (C) Regardless of posted speed limits, all ATV/UTV operation shall be at a safe, reasonable, and prudent speed considering all circumstances existing on the roadway at the time and place of operation. Under no circumstances shall an ATV/UTV rider exceed the posted speed limits.
- (D) ATV/UTV operators shall ride single file on all streets.
- (E) Proper headgear and seatbelts shall be worn consistent with Wisconsin Statutes Chapter 23.33 and Wisconsin Administrative Code NR 64 unless further restricted by other rules or regulations. (See Wis. Stat. 347.485(1)(a)).
- (F) All seatbelts shall be fastened as per Wis. Stat. 347.48

- (G) No operator or passenger of an ATV/UTV may possess on any street or roadway designated for use by ATV/UTV's any bottle or receptacle containing alcoholic beverages, if that bottle or receptacle has been opened, the seal has been broken, or the contents of the bottle or receptacle have been partially removed or released.
- (H) No person may ride in or on any part of an ATV/UTV that is not designated or intended by the manufacturer to be used by passengers.
- (I) All ATV/UTV's must operate with fully functional headlights, taillights, and brake lights. All head and taillights shall be always on.
- (J) Operation shall be on paved surfaces only, unless yielding the right of way. No operation shall be permitted on gravel shoulders, grassy in-slope, or ditches, unless yielding the right of way.
- (K) No ATV/UTV shall be operated on any City route unless it meets all applicable air pollution and noise reduction set by the manufacturer, or state or federal authorities.
- (L) No operation of any ATV/UTV upon any route in the City shall occur if the operation is in violation of Wis. Stats. Chapter 346 rules of the road and specifically related to alcohol or drug use impairment.

**8. SEVERABILITY.**

Should any subject, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, this ruling shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part declared invalid.

**9. MAINTENANCE.**

Designation of Elkhorn streets as ATV/UTV routes does not impose upon the City of Elkhorn any greater duty of care or responsibility for maintenance of those segments of streets or roadways than are required for any other street or road. Operators of ATV/UTV's on City streets assume all the usual and normal risks of ATV/UTV's operations.

**10. VIOLATIONS AND PENALTIES.**

Any individual violating any section of this Ordinance shall be subject to forfeiture and penalties consistent with EMC section 7.26. Consistent with Wis. Stats., §23.33(12) and (13) riders shall stop and present information when requested by authorized law enforcement officers.

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

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bruce A. Lechner, Mayor

ATTEST:

\_\_\_\_\_  
Lacey L. Reynolds, City Clerk

1<sup>st</sup> Reading \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Adopted \_\_\_\_\_  
Published \_\_\_\_\_



Ballpark Commons Office Building  
7044 S. Ballpark Drive, Suite 200  
Franklin, WI 53132  
(414) 336-7900  
foth.com

February 16, 2024

Adam Swann, City Administrator  
City of Elkhorn  
311 Seymour Court  
Elkhorn, WI 53121

RE: 2024 NE WTP Sewer and Water Extensions Project

Dear Adam:

We have reviewed the bids received on February 1, 2024, for the above referenced project. The City can award the project to the low bidder solely on the base bid price, or the base bid plus any combination of the bid alternates.

**Base Bid:** 12" gravity sanitary sewer from the NE WTP connection to an existing manhole near the Mobile station.

- **Need:** replaces the existing lift station and forcemain that cannot continuously and reliably serve the WTP.
- **Additional benefit:** this pipeline was sized to accommodate future growth in the immediate vicinity, providing additional value to the City.

**Alternate Bid Item #1:** Water main extension to connect existing 12" and 16" Hwy 12 water main crossings.

- **Benefit:** would provide a secondary/redundant crossing under HWY 12 for the WTP. If/when the existing single water main crossing were to fail, the NE WTP would have no connection to the City's water system until a repair was made. This water main would improve the resilience of this critical treated water source to the system. The savings to put this pipe in now, during the sanitary sewer project, is significant as it shares the same pipe alignment and disturbance area.

**Alternate Bid Item #2:** Raw water main extension along farm access road from Cobb Road to Hwy 12 right of way.

- **Benefit:** provides a segment of the future untreated (raw) water main required to serve Well 10 when it would be finished. Pending the City's future water demands and other factors, this pipe is currently estimated to be needed within 3-8 years. This segment would also serve the future Well 11 site if it were to be constructed. The savings to put this pipe in now, during the sanitary sewer project, is significant as it shares the same pipe alignment and disturbance area.



**Alternate Bid Item #3:** Raw water main extension along Cobb Road from NE WTP driveway to the farm entrance road.

- **Benefit:** provides a segment of the future untreated (raw) water main required to serve Well 10 when the well is put into operation. Pending the City’s future water demands and other factors, this pipe is currently estimated to be needed within 3-8 years. This segment would also serve the future Well 11 site if it were to be constructed. The savings to put this pipe in now, during the sanitary sewer project, is significant as it shares the same pipe alignment and disturbance area. This segment is also along/under Cobb Rd., so putting it in now would prevent Cobb Rd. from being dug up again in the future.

The engineer’s estimate for the project with all three alternate bid items included was \$5,726,665.00.

All bids and alternates came in significantly below the engineer’s estimate. The tight pricing between the three lowest bidders shows excellent bidder competition and clarity of the bidding documents/scope.

A summary table of the bid totals are shown below:

Bidder	Base Bid	Alt. #1	Alt. #2	Alt. #3	Base Bid w/All Alt.'s
Globe Contractors	\$1,857,405.00	\$337,700.00	\$212,010.00	\$160,195.00	\$2,567,310.00
Rock Road Companies	\$1,896,882.41	\$306,943.40	\$212,010.00	\$117,369.00	<b>\$2,533,204.81</b>
Willkomm Excavating	\$2,127,502.30	\$292,788.25	\$168,519.30	\$93,863.00	\$2,682,672.85
Dorner Inc.	\$3,924,502.92	\$389,006.00	\$240,660.00	\$107,065.00	\$4,661,233.92

Based on the benefits of each alternative, the savings captured by putting these alternates in now, and the excellent overall bid pricing; **we recommend the City award the base bid and all three alternate bid items based on the low bid costs received. In this scenario, Rock Road Companies is the low bidder with a total bid amount of \$2,533,204.81.** Their bid is complete and contains all required documentation.

When considering this recommendation, the City should verify the financial feasibility and ensure proper funding is in place to proceed.

A breakdown of the complete bid tab is attached as well as a figure showing the locations of the bid alternates.

Please contact me if you have any questions.

Sincerely,

Todd Deibert, PE

Project Manager



cc: Matt Lindstrom – City of Elkhorn  
Tim Boss – City of Elkhorn  
Corrie Daly – City of Elkhorn  
Dawn Gall – City of Elkhorn  
Dale Broeckert – Foth Infrastructure & Environment, LLC  
Eve Schnell – Foth Infrastructure & Environment, LLC

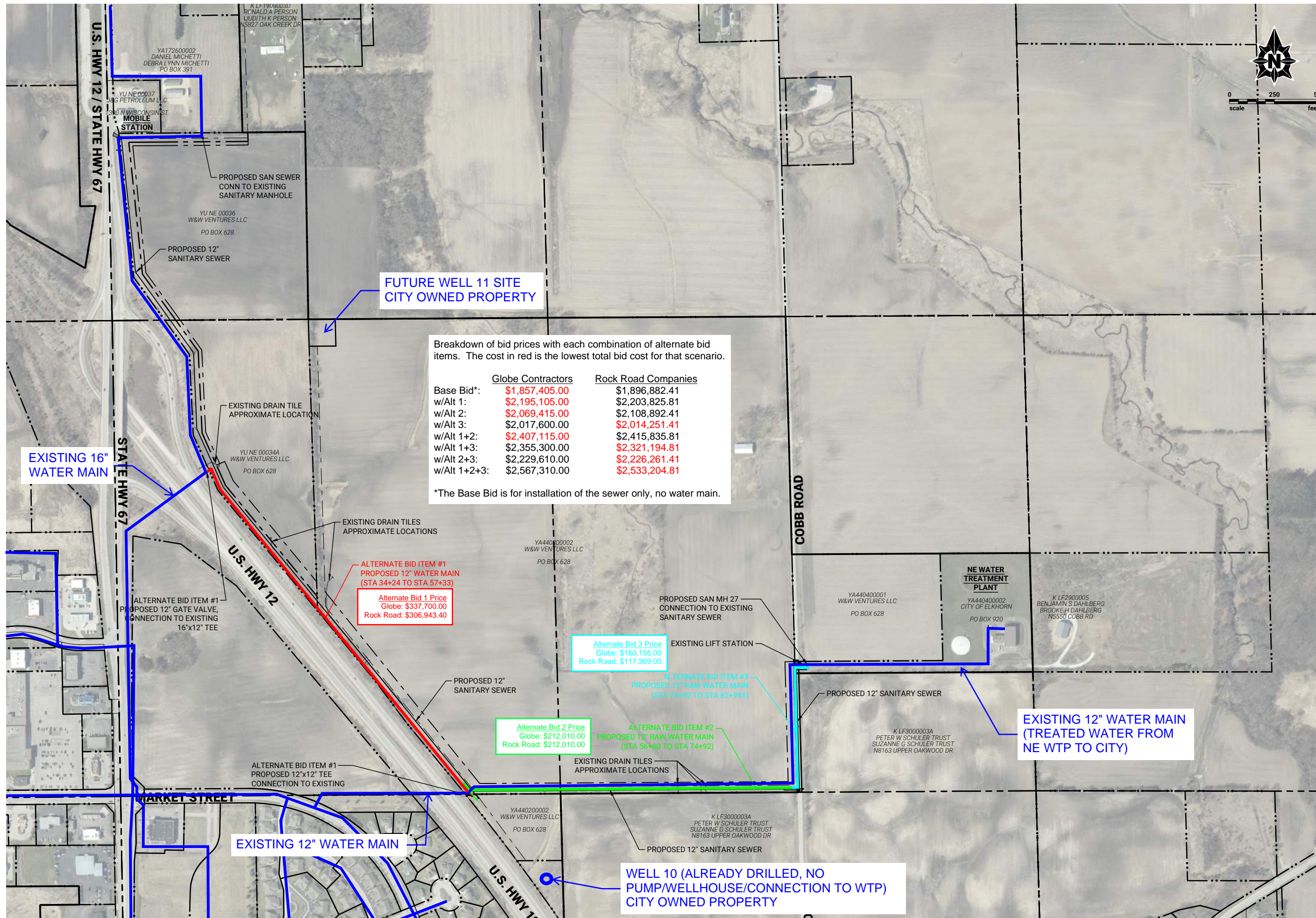
Enclosures: NE WTP Sewer and Water Bid Worksheet  
NE WTP Bid Breakdown Figure

NE WTP (#8914430)  
 Owner: City of Elkhorn  
 Solicitor: Foth - Milwaukee  
 02/01/2024 10:00 AM CST

Section Title	Item Description	UofM	Quantity	Globe Contractors, Inc.		Rock Road Companies, Inc.		Willkomm Excavating		Dorner Inc.		Engineer's Estimate	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
GENERAL ITEMS					\$1,857,405.00		\$1,896,882.41		\$2,127,502.30		\$3,924,502.92		\$4,467,465.00
1	Mobilization/Demobilization	LS	1	\$56,000.00	\$56,000.00	\$144,437.00	\$144,437.00	\$75,000.00	\$75,000.00	\$143,578.00	\$143,578.00	\$200,000.00	\$200,000.00
2	Clearing and Grubbing	LS	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,050.00	\$3,050.00	\$15,000.00	\$15,000.00
3	Lift Station Removal	LS	1	\$15,000.00	\$15,000.00	\$9,400.00	\$9,400.00	\$9,600.00	\$9,600.00	\$37,824.00	\$37,824.00	\$55,000.00	\$55,000.00
4	Temporary Mailboxes	LS	1	\$500.00	\$500.00	\$150.00	\$150.00	\$330.00	\$330.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00
5	Erosion Control	LS	1	\$23,500.00	\$23,500.00	\$22,580.00	\$22,580.00	\$26,000.00	\$26,000.00	\$59,657.00	\$59,657.00	Item added by Addendum	N/A
6	Restoration	LS	1	\$65,000.00	\$65,000.00	\$62,206.11	\$62,206.11	\$70,000.00	\$70,000.00	\$111,573.00	\$111,573.00	Item added by Addendum	N/A
7	Traffic Control	LS	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
8	Common Excavation	CY	600	\$30.00	\$18,000.00	\$22.00	\$13,200.00	\$24.00	\$14,400.00	\$26.57	\$15,942.00	\$25.00	\$15,000.00
9	Stripping, Stockpiling and Respreading Topsoil	LS	1	\$45,000.00	\$45,000.00	\$49,600.00	\$49,600.00	\$123,000.00	\$123,000.00	\$272,973.00	\$272,973.00	\$30,000.00	\$30,000.00
10	Stripping, Stockpiling and Respreading Wetland Soil	LS	1	\$15,000.00	\$15,000.00	\$37,900.00	\$37,900.00	\$15,000.00	\$15,000.00	\$33,088.00	\$33,088.00	\$30,000.00	\$30,000.00
11	Dewatering	LS	1	\$35,000.00	\$35,000.00	\$59,900.00	\$59,900.00	\$79,000.00	\$79,000.00	\$621,754.00	\$621,754.00	\$700,000.00	\$700,000.00
12	Tree Removal	LS	1	\$10,500.00	\$10,500.00	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$12,671.00	\$12,671.00	\$10,000.00	\$10,000.00
13	WTP Plumbing	LS	1	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$8,285.00	\$8,285.00	\$36,053.00	\$36,053.00	\$15,000.00	\$15,000.00
14	12" PVC Sanitary Sewer (<15' of Cover)	LF	3810	\$135.00	\$514,350.00	\$110.90	\$422,529.00	\$111.55	\$425,005.50	\$233.00	\$887,730.00	\$300.00	\$1,143,000.00
15	12" PVC Sanitary Sewer (?15' of Cover)	LF	3640	\$150.00	\$546,000.00	\$177.40	\$645,736.00	\$198.00	\$720,720.00	\$279.00	\$1,015,560.00	\$400.00	\$1,456,000.00
16	Sanitary Sewer Manhole	VF	405	\$685.00	\$277,425.00	\$616.62	\$249,731.10	\$883.00	\$357,615.00	\$1,163.00	\$471,015.00	\$1,500.00	\$607,500.00
17	Sanitary Sewer Manhole Casting	EA	26	\$915.00	\$23,790.00	\$1,450.00	\$37,700.00	\$979.00	\$25,454.00	\$1,607.00	\$41,782.00	\$600.00	\$15,600.00
18	Remove and Replace Culvert Pipe (15", RCP)	LF	180	\$120.00	\$21,600.00	\$78.50	\$14,130.00	\$92.50	\$16,650.00	\$96.00	\$17,280.00	\$100.00	\$18,000.00
19	Apron Endwalls	EA	8	\$1,800.00	\$14,400.00	\$740.40	\$5,923.20	\$1,238.00	\$9,904.00	\$1,863.00	\$14,904.00	\$400.00	\$3,200.00
20	Remove and Replace Culvert Pipe (15", HDPE)	LF	36	\$125.00	\$4,500.00	\$68.00	\$2,448.00	\$74.00	\$2,664.00	\$61.00	\$2,196.00	\$100.00	\$3,600.00
21	Remove and Replace Culvert Pipe (12", HDPE)	LF	36	\$95.00	\$3,420.00	\$68.00	\$2,448.00	\$64.00	\$2,304.00	\$55.00	\$1,980.00	\$100.00	\$3,600.00
22	Sawcut Pavement, Full Depth	LF	45	\$20.00	\$900.00	\$2.50	\$112.50	\$50.00	\$2,250.00	\$50.00	\$2,250.00	\$10.00	\$450.00
23	3/4" Base Aggregate Dense (Cobb Shoulders & WTP Driv	TON	212	\$30.00	\$6,360.00	\$28.00	\$5,936.00	\$28.40	\$6,020.80	\$43.01	\$9,118.12	\$25.00	\$5,300.00
24	1 1/4" Base Aggregate Dense (Cobb Pavement & Should	TON	555	\$40.00	\$22,200.00	\$13.90	\$7,714.50	\$20.00	\$11,100.00	\$20.24	\$11,233.20	\$25.00	\$13,875.00
25	3" Base Aggregate Dense (Cobb Pavement & Shoulders)	TON	1220	\$41.00	\$50,020.00	\$19.40	\$23,668.00	\$25.00	\$30,500.00	\$27.32	\$33,330.40	\$28.00	\$34,160.00
26	Geogrid	SY	2130	\$10.00	\$21,300.00	\$9.50	\$20,235.00	\$11.00	\$23,430.00	\$2.91	\$6,198.30	\$10.00	\$21,300.00
27	HMA Binder Course	TON	230	\$104.00	\$23,920.00	\$99.00	\$22,770.00	\$113.00	\$25,990.00	\$132.19	\$30,403.70	\$100.00	\$23,000.00
28	HMA Surface Course	TON	170	\$100.00	\$17,000.00	\$96.00	\$16,320.00	\$98.00	\$16,660.00	\$99.94	\$16,989.80	\$110.00	\$18,700.00
29	Bituminous Tack Coat	GAL	180	\$4.00	\$720.00	\$4.00	\$720.00	\$4.00	\$720.00	\$4.43	\$797.40	\$1.00	\$180.00
30	Excavation Below Subgrade	CY	120	\$50.00	\$6,000.00	\$19.90	\$2,388.00	\$110.00	\$13,200.00	\$50.60	\$6,072.00	\$70.00	\$8,400.00
BID ALTERNATE 1 - Proposed 12" WM (STA 34+24 to STA 57+33)					\$337,700.00		\$306,943.40		\$292,788.25		\$389,006.00		\$607,600.00
31	12" PVC Water Main	LF	2375	\$108.00	\$256,500.00	\$104.20	\$247,475.00	\$97.35	\$231,206.25	\$128.00	\$304,000.00	\$240.00	\$570,000.00
32	6" PVC Water Main	LF	24	\$250.00	\$6,000.00	\$100.60	\$2,414.40	\$472.00	\$11,328.00	\$105.00	\$2,520.00	\$150.00	\$3,600.00
33	Hydrant Assembly	EA	4	\$10,250.00	\$41,000.00	\$7,200.00	\$28,800.00	\$6,106.00	\$24,424.00	\$11,671.00	\$46,684.00	\$8,500.00	\$34,000.00
34	12" Gate Valve and Box	EA	6	\$5,700.00	\$34,200.00	\$4,709.00	\$28,254.00	\$4,305.00	\$25,830.00	\$5,967.00	\$35,802.00	\$5,000.00	\$30,000.00
BID ALTERNATE 2 - Proposed 12" Raw Water Main (STA 56+60 to STA 74+92)					\$212,010.00		\$212,010.00		\$168,519.30		\$240,660.00		\$458,400.00
35	12" PVC Water Main	LF	1910	\$111.00	\$212,010.00	\$111.00	\$212,010.00	\$88.23	\$168,519.30	\$126.00	\$240,660.00	\$240.00	\$458,400.00
BID ALTERNATE 3 - Proposed 12" Raw Water Main (STA 74+92 to STA 82+91)					\$160,195.00		\$117,369.00		\$93,863.00		\$107,065.00		\$193,200.00
36	12" PVC Water Main	LF	805	\$199.00	\$160,195.00	\$145.80	\$117,369.00	\$116.60	\$93,863.00	\$133.00	\$107,065.00	\$240.00	\$193,200.00
Base Bid Total:					\$1,857,405.00		\$1,896,882.41		\$2,127,502.30		\$3,924,502.92		\$4,467,465.00
	w/Alt 1				\$2,195,105.00		\$2,203,825.81		\$2,420,290.55		\$4,313,508.92		\$5,075,065.00
	w/Alt 2				\$2,069,415.00		\$2,108,892.41		\$2,296,021.60		\$4,165,162.92		\$4,925,865.00
	w/Alt 3				\$2,017,600.00		\$2,014,251.41		\$2,221,365.30		\$4,031,567.92		\$4,660,665.00
	w/Alt 1+2				\$2,407,115.00		\$2,415,835.81		\$2,588,809.85		\$4,554,168.92		\$5,533,465.00
	w/Alt 1+3				\$2,355,300.00		\$2,321,194.81		\$2,514,153.55		\$4,420,573.92		\$5,268,265.00
	w/Alt 2+3				\$2,229,610.00		\$2,226,261.41		\$2,389,884.60		\$4,272,227.92		\$5,119,065.00
	w/Alt 1+2+3				\$2,567,310.00		\$2,533,204.81		\$2,682,672.85		\$4,661,233.92		\$5,726,665.00

Low bid = [Yellow Box]





Breakdown of bid prices with each combination of alternate bid items. The cost in red is the lowest total bid cost for that scenario.

	Globe Contractors	Rock Road Companies
Base Bid*:	\$1,857,405.00	\$1,896,882.41
w/Alt 1:	\$2,195,105.00	\$2,203,825.81
w/Alt 2:	\$2,069,415.00	\$2,108,892.41
w/Alt 3:	\$2,017,600.00	\$2,014,251.41
w/Alt 1+2:	\$2,407,115.00	\$2,415,835.81
w/Alt 1+3:	\$2,355,300.00	\$2,321,194.81
w/Alt 2+3:	\$2,229,610.00	\$2,226,261.41
w/Alt 1+2+3:	\$2,567,310.00	\$2,533,204.81

\*The Base Bid is for installation of the sewer only, no water main.

Alternate Bid 1 Price  
Globe: \$337,700.00  
Rock Road: \$306,943.40

Alternate Bid 3 Price  
Globe: \$160,195.00  
Rock Road: \$117,369.00

Alternate Bid 2 Price  
Globe: \$212,010.00  
Rock Road: \$212,010.00

PREPARED FOR:



PREPARED BY:



Solving our clients' toughest science and engineering challenges

OFFICE OF ORIGINATION:

Foth Infrastructure & Environment, LLC  
7044 S. Ballpark Drive, Suite 200  
Franklin, WI 53132  
Phone (414) 336-7900

DISCLAIMER:

REUSE OF DOCUMENTS  
THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

NO	DATE	BY	REVISION DESCRIPTION

NE WATER TREATMENT PLANT  
SEWER & WATER EXTENSIONS  
**OVERVIEW PLAN**  
ELKHORN, WISCONSIN

APPROVED BY:

DESIGNED: TLD	DRAWN: PCG	CHECKED: GMS
BID DATE: 02/01/2024	PRINT DATE: 01/11/2024	
PROJECT NO: 0021E010.02	SHEET NO: 05C1.00	

**2024/2025 Water Sewer Infrastructure Projects**

	Water Current Est	Budgeted Water	Funding Source	Sewer Current Est	Budgeted Sewer	Funding Source	Street Current Est	Budgeted Street	Funding Source
2023 Centralia Phase 1 Loop	\$ 485,020.62	\$ 500,000.00	2024 Revenue Bond	\$ -					
2024 Centralia Phase 2	\$ 708,912.52	\$ 843,211.00	2025 Safe Drinking Water	\$ 372,624.41	\$ 661,773.00	2025 Clean Drinking Water	\$ 1,550,903.34	\$ 2,371,600.00	2024 GO Bond
2024 NEWTP w/Alt 1, 2, 3	\$ 834,854.64	\$ 1,342,350.00	2024 Revenue Bond	\$ 2,661,670.00	\$ 5,722,650.00	2024 Clean Drinking Water			
2024/2025 Sewer I&I Basin 2				\$ 1,823,334.80	\$ 1,705,610.00	2025 Clean Drinking Water?			
2024 Hwy 67 Bypass							\$ 186,130.22	\$ 289,173.60	Capital Project Fund
2025 Lakeland Water Plant (Congressional Direct Spending approx. 3.3 million)	\$ 4,200,000.00	\$ 4,200,000.00	2025 Safe Drinking Water/Congressional Direct Spending Grant						
2025 Nettessheim Lift Station				\$ 4,581,800.00	\$ 4,581,800.00	2025 Clean Drinking Water			
2025 Centralia Phase 3	\$ 1,868,605.00	\$ 1,868,605.00		\$ 253,789.00	\$ 253,789.00				
	<u>\$ 8,097,392.78</u>	<u>\$ 8,754,166.00</u>		<u>\$ 9,693,218.21</u>	<u>\$ 12,925,622.00</u>		<u>\$ 1,737,033.56</u>	<u>\$ 2,660,773.60</u>	

\*\*Total with CD Spending of 3.3 million  
\$ (3,300,000.00)  
\$ 4,797,392.78

**2024 Funding Source Summary**

2024 Safe Drinking Water	\$ 708,912.52	
2024 Clean Drinking Water		\$ 2,661,670.00
2024 General Obligation Bonds (including other projects and equip)		2,245,185.89
2024 Revenue Bonds	\$ 1,319,875.26	
2025 Clean Drinking Water		\$ 6,777,759.21

Total GO Debt Balance as of 5/1/24 36,865,186.00  
 Debt % of limit (2023 \$59,764,310) 62%

2024 Funding Source Summary	
2024 Safe Drinking Water	\$ 708,912.52
2024 Clean Drinking Water	\$ 2,661,670.00
2024 General Obligation Bonds (including other projects and equip)	\$ 2,245,185.89
2024 Revenue Bonds	\$ 1,319,875.26
2025 Clean Drinking Water	\$ 6,777,759.21

Total GO Debt Balance as of 5/1/24	\$ 36,865,186.00
Debt % of limit (2023 \$59,764,310)	62%



February 16, 2024

Mr. Matt Lindstrom-Director of Public Works  
City of Elkhorn  
P.O. Box 920  
Elkhorn, WI 53121

Subject: Evaluation of Bids and Recommendation for Award  
2024 Sewer Rehabilitation Project

Dear Mr. Lindstrom:

We have completed our evaluation of the bids opened on December 21, 2023, for the 2024 Sewer Rehabilitation Project. As detailed on the attached Tabulation of Bids, the bids received ranged from \$1,549,867.50 to \$2,388,250.00.

The low bid was submitted by Visu-Sewer, LLC from Pewaukee, Wisconsin and did not contain any irregularities or informalities.

We recommend that the contract for the 2024 Sewer Rehabilitation Project be **Awarded** to the low bidder, **Visu-Sewer, LLC** in the amount of **\$1,549,867.50** based on further action by the Common Council.

As you may recall, the original estimated construction cost prepared prior to the decision to apply for Clean Water Fund Program (CWFP) funding was \$1,476,715 with an extra contingency of 10% for a total budget price of \$1,624,386.50. As such, we feel that the low bid represents a fair price for the work to be performed. As you know, we submitted an Intent to Apply/Priority Evaluation and Ranking Formula (ITA/PERF) back in October. The application has been accepted following review by the Department and has been deemed eligible for funding pending receipt of a complete funding application. The project should appear on the Project Priority List (PPL) published in late February/early March

Following award of the Contract from the Common Council, we will send a Notice of Award to the contractor along with copies of the Contract Documents for execution. The Contractor will return the Contract Documents to the City for execution,



Matt Lindstrom  
February 16, 2024  
Page 2 of 2

after which we will issue a Notice to Proceed and schedule a preconstruction conference. As indicated previously, Visu-Sewer has tentatively scheduled the work to begin mid to late July.

Please review the attached information and contact our office with any questions or comments at (262) 784-7690. Thank you for your consideration.

Sincerely,  
Applied Technologies, Inc.

James J. Smith, P.E.  
President

William A. Hein, P.E., P.L.S  
Project Manager

Attachments

cc: Adam Swann-City Administrator

City of Elkhorn, Wisconsin (Quest CDN#8815360)  
 Owner: City of Elkhorn  
 Solicitor: Applied Technologies, Inc.  
 12/21/2023 @ 10:00am

City of Elkhorn, Wisconsin  
 2024 Sanitary Sewer  
 Detailed Bid Tab

Line Item	Item Description	Unit	Quantity	Engineer Estimate		Visu-Sewer		Hoerr Construction, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Section 1 - Basin 2</b>									
1-1	Remove and Seal Protruding Tap	EA	36		\$19,800.00	\$150.00	\$5,400.00	\$800.00	\$28,800.00
1-2	Sealing of Active Leaks	EA	19		\$16,720.00	\$840.00	\$15,960.00	\$2,100.00	\$39,900.00
1-3-8	8-Inch Sanitary Sewer Lining	LF	17,500		\$654,346.00	\$29.15	\$510,125.00	\$29.50	\$516,250.00
1-3-10	10-Inch Sanitary Sewer Lining	LF	1,500		\$62,656.00	\$35.15	\$52,725.00	\$40.00	\$60,000.00
1-3-12	12-Inch Sanitary Sewer Lining	LF	490		\$21,829.50	\$43.75	\$21,437.50	\$56.00	\$27,440.00
1-3-15	15-Inch Sanitary Sewer Lining	LF	10,900		\$579,645.00	\$64.00	\$697,600.00	\$62.00	\$675,800.00
1-4	Reinstate Sewer Lateral	LF	328		\$180,400.00	\$250.00	\$82,000.00	\$90.00	\$29,520.00
1-5	Lateral Connection Test and Seal	LF	328		\$36,080.00	\$380.00	\$124,640.00	\$540.00	\$177,120.00
1-6	Checmlcal Grout Material	GAL	500		\$8,250.00	\$9.00	\$4,500.00	\$16.00	\$8,000.00
1-7	Heavy Cleaning	HRS	64		\$28,160.00	\$320.00	\$20,480.00	\$700.00	\$44,800.00
1-8	Point Repair Allowance	Allowance	1	\$15,000.00	\$16,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
<b>Total Base Bid:</b>					<b>\$1,624,386.50</b>		<b>\$1,549,867.50</b>		<b>\$1,622,630.00</b>

Line Item	Item Description	Unit	Quantity	Insituform Technologies		National Power Rodding Corp.	
				Unit Price	Extension	Unit Price	Extension
<b>Section 1 - Basin 2</b>							
1-1	Remove and Seal Protruding Tap	EA	36	\$811.39	\$29,210.04	\$1,200.00	\$43,200.00
1-2	Sealing of Active Leaks	EA	19	\$1,217.09	\$23,124.71	\$850.00	\$16,150.00
1-3-8	8-Inch Sanitary Sewer Lining	LF	17,500	\$42.34	\$740,950.00	\$42.00	\$735,000.00
1-3-10	10-Inch Sanitary Sewer Lining	LF	1,500	\$66.02	\$99,030.00	\$46.00	\$69,000.00
1-3-12	12-Inch Sanitary Sewer Lining	LF	490	\$71.15	\$34,863.50	\$50.00	\$24,500.00
1-3-15	15-Inch Sanitary Sewer Lining	LF	10,900	\$78.95	\$860,555.00	\$95.00	\$1,035,500.00
1-4	Reinstate Sewer Lateral	LF	328	\$73.48	\$24,101.44	\$500.00	\$164,000.00
1-5	Lateral Connection Test and Seal	LF	328	\$340.78	\$111,775.84	\$750.00	\$246,000.00
1-6	Checmlcal Grout Material	GAL	500	\$16.23	\$8,115.00	\$35.00	\$17,500.00
1-7	Heavy Cleaning	HRS	64	\$319.15	\$20,425.60	\$350.00	\$22,400.00
1-8	Point Repair Allowance	Allowance	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
<b>Total Base Bid:</b>				<b>\$1,967,151.13</b>		<b>\$2,388,250.00</b>	



February 19, 2024

Mr. Matthew Lindstrom  
Director of Public Works  
City of Elkhorn  
P.O. Box 920  
Elkhorn, WI 53121

Subject: Proposal for Services for the 2024 Sewer Rehabilitation Project

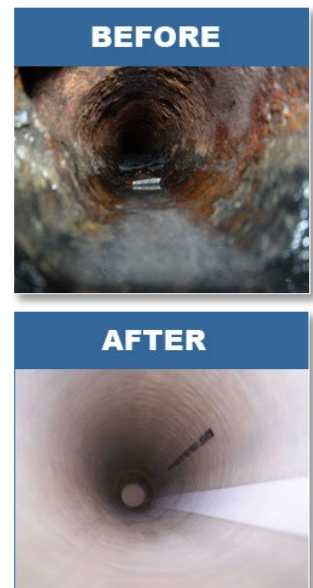
Dear Matt:

Applied Technologies, Inc. (ATI) is pleased to present this proposal to provide construction related services (CRS) for rehabilitation of the sewer lines identified in the 2022 and 2023 televising reports prepared by Northern Pipe, Inc. for Sub-Basin 2.

The reports identified 104 sections of sewer totaling over 30,000 lineal feet for rehabilitation. The recommended methods of rehabilitation included:

- Preparatory sewer cleaning
- Heavy cleaning
- Removal of protruding service taps
- Point sewer main repairs
- 8-inch diameter cured-in-place-pipe (CIPP) lining
- 10-inch diameter cured-in-place-pipe (CIPP) lining
- 12-inch diameter CIPP lining
- 15-inch CIPP lining
- Reconnection, testing, and sealing of service laterals
- Post lining televising

As detailed in our previous correspondence, the construction cost for this work is estimated to be \$1,550,000 based on the low bid received from Visu-Sewer, LLC.





## **SCOPE OF WORK**

The proposed scope of services for this project includes design, bidding, construction related services, and inspection. Specific tasks for each phase are described in the following sections.

### **Construction Related Services**

1. Consult with, advise, and act as the City's representative during construction as provided in the General Conditions of the Contract Documents.
2. Issue a "Notice to Proceed" to the Contractor to begin the construction work.
3. Meet with the Contractor and the City for a preconstruction conference.
4. Review schedules, shop drawings, test and inspection results, and other data that the Contractor is required to submit.
5. Meet with the Contractor and the City for 3 assumed monthly construction progress meetings.
6. Authorize minor work items (e.g., field orders) differing from the requirements of the Contract Documents that do not require contract price or schedule adjustments and are consistent with the overall intent of the Contract Documents.
7. Provide technical clarifications and interpretations of the Contract Documents and evaluate requested deviations.
8. Assist the City in negotiating the scope and cost of any necessary contract change orders with the Contractor. Prepare change orders as required and submit them to the City for approval.
9. Review the Contractor's applications for payment and make recommendations to the City for payment to the Contractor.
10. Conduct a final inspection of the construction with the City and Contractor. Prepare substantial completion documentation and a list of items (punch list) yet to be completed.

### **Clean Water Fund Administration/Project Management**

1. Assist the City in completing and assembling the applications for a low interest loan closing and disbursements from the DNR Clean Water Fund.
2. Assist the City's Bond Counsel during the Clean Water Fund closing and initial disbursement process.
3. Provide coordination and submittals for the Clean Water Fund.
4. Assist in preparing project close-out documentation for the Clean Water Fund.
5. Overall management of the project and administration of the CWFP process.

### **Construction Observation**

1. Provide a Resident Project Representative (RPR) for onsite observation of the work. This will be invoiced on an hourly basis, and we will work with City staff to ensure that qualified representation is available to assist the City when necessary.



## ENGINEERING BUDGET

Based on the tasks identified in the Scope of Work, we estimate the engineering budget for these phases of work as follows:

Phase	Cost
Construction Administration	\$26,500
Admin/Project Mgmt.	\$23,700
Observation	\$68,280
<b>Total</b>	<b>\$118,480</b>

This budget includes our labor hours and expenses. Engineering services will be billed monthly. The City will only be billed for the actual expenditures. The final engineering fees could be less than budgeted. We will not exceed the budget without your written authorization. It is noted that the City has budgeted \$1,705,610 for this project. As you may recall, there was a point repair allowance of \$15,000 contained in the project bid. In addition, there is \$37,000 remaining in the budgeted amount to account for any unforeseen repairs.

Please contact me with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the City of Elkhorn.

Best regards,  
Applied Technologies, Inc.

William A. Hein, P.E., P.L.S.  
CAS Department Manager





***CITY OF ELKHORN***  
***2024 Sewer Rehabilitation Project***

Accepted by:

Owner: \_\_\_\_\_  
By \_\_\_\_\_  
(Signed): \_\_\_\_\_  
By (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



### 1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

### 2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

### 3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions, redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

### 4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

### 5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

### 6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

### 7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

### 8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

### 9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

### 10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

### 11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adoption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adoption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

### 12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

### 13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

### 14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

### 15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

## MEMORANDUM TO THE CITY OF ELKHORN

**To:** Matt Lindstrom  
**From:** Mike Timmers  
**Cc:** Adam Swann, Tim Boss  
**Date:** March 4, 2024  
**Re:** Bid Approval and Recommendation for 2024 E. Centralia Street Reconstruction

A total of five bids were received on Thursday, February 15, 2024, for the **2024 E. Centralia Street Reconstruction**. The bids were reviewed, and the final bid tab results are as follows:

Bid Section	<u>Bidder No. 1</u>  Willkomm Excavating & Grading, Inc.  (Union Grove, WI)	<u>Bidder No. 2</u>  Asphalt Contractors, Inc.  (Union Grove, WI)	<u>Bidder No. 3</u>  Rock Road Companies, Inc.  (Janesville, WI)	<u>Bidder No. 4</u>  Payne & Dolan, Inc.  (Waukesha, WI)	<u>Bidder No. 5</u>  Townsend Construction, Inc.  (Clinton, WI)
Total Base Bid	\$2,326,206.29	\$2,490,726.00	\$2,496,257.98	\$2,838,082.14	\$2,920,530.93
Total Additional Bid #1 – MacLean Road Speed Humps	\$25,075.02	\$27,367.00	\$23,707.46	\$31,720.95	\$29,552.89
Total Additional Bid #2 – Creek Culvert Wing Walls	\$178,508.02	\$234,552.50	\$230,513.62	\$319,979.50	\$309,854.97
<b>OPTION #1: Base Bid Only</b>	<b>\$2,326,206.29</b>	\$2,490,726.00	\$2,496,257.98	\$2,838,082.14	\$2,920,530.93
<b>OPTION #2: Base Bid + Additional #1</b>	<b>\$2,351,281.31</b>	\$2,518,093.00	\$2,519,965.44	\$2,869,803.09	\$2,950,083.82
<b>OPTION #3: Base Bid + Additional #2</b>	<b>\$2,504,714.31</b>	\$2,725,278.50	\$2,726,771.60	\$3,158,061.64	\$3,230,385.90
<b>OPTION #4: Base Bid + Additional #1 &amp; #2</b>	<b>\$2,529,789.33</b>	\$2,752,645.50	\$2,750,479.06	\$3,189,782.59	\$3,259,938.79

Per the Contract, the award of the **2024 E. Centralia Street Reconstruction**, if approved by Council, shall go to the lowest responsible bidder based on their lowest bid of the work that the City chooses to complete. The lowest bid would be calculated by adding the Total Base Bid to whichever of the Additional Bids #1 and/or #2 are selected (Breakdown of costs for each option have been provided in the above table).

Based on the review of the bids, the review of the bidder's qualification statement and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **2024 E. Centralia Street Reconstruction** contract to **Willkomm Excavating & Grading, Inc.** Whether the City chooses any combination of Additional Bids, Willkomm Excavating is the lowest bidder. A bid bond of 5% of the contract price, a qualification statement, and a list of subcontractors were submitted and complete with each bid. The project General Bid Tab, with complete details of the bids, is attached for your review.

Please note, in addition to publishing the notice in the Elkhorn Independent 2 times, the bid was posted on the City's website, posted on QuestCDN, we had numerous discussions with bidders during the bidding process, and we directly reached out to 14 different contractors. (emailed 12, phoned 2)





690.0250	Sawing Concrete	LF	5	\$ 2.88	\$ 14.40	\$ 10.00	\$ 50.00	\$ 3.50	\$ 17.50	\$ 2.35	\$ 11.75	\$ 5.31	\$ 26.55
SPV.0060.05	Sign Post V-LOC Sign Support & Square Post	EACH	2	\$ 392.14	\$ 784.28	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00	\$ 204.00	\$ 408.00	\$ 371.35	\$ 742.70
SPV.0105.01	Traffic Control	LS	1	\$ 1,060.00	\$ 1,060.00	\$ 3,500.00	\$ 3,500.00	\$ 17,234.11	\$ 17,234.11	\$ 13,600.00	\$ 13,600.00	\$ 2,612.17	\$ 2,612.17
SPV.0180.01	Geogrid NX750 (EBS)	SY	1285	\$ 7.80	\$ 10,023.00	\$ 8.25	\$ 10,601.25	\$ 7.78	\$ 9,997.30	\$ 7.25	\$ 9,316.25	\$ 11.62	\$ 14,931.70
SPV.0180.02	Restoration of Disturbed Areas	SY	1070	\$ 2.20	\$ 2,354.00	\$ 2.30	\$ 2,461.00	\$ 2.00	\$ 2,140.00	\$ 9.18	\$ 9,822.60	\$ 2.12	\$ 2,268.40
<b>WHITE RIVER TRAIL BIKE PATH</b>				<b>\$ 107,297.62</b>		<b>\$ 107,896.25</b>		<b>\$ 104,072.46</b>		<b>\$ 143,328.40</b>		<b>\$ 146,387.86</b>	

<b>TOTAL BASE BID</b>	<b>\$ 2,326,206.29</b>	<b>\$ 2,490,726.00</b>	<b>\$ 2,496,257.98</b>	<b>\$ 2,838,082.14</b>	<b>\$ 2,920,530.93</b>
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<b>ADDITIONAL #1 - MACLEAN ROAD SPEED HUMPS</b>				<b>Willkomm Excavating</b>		<b>Asphalt Contractors</b>		<b>Rock Road Companies</b>		<b>Payne &amp; Dolan</b>		<b>Townsend Construction</b>	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling 2"	SY	64	\$ 64.93	\$ 4,155.52	\$ 60.00	\$ 3,840.00	\$ 58.64	\$ 3,752.96	\$ 66.00	\$ 4,224.00	\$ 66.05	\$ 4,227.20
305.0110	Base Aggregate Dense 3/4-Inch	TON	1	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 18.00	\$ 18.00	\$ 993.20	\$ 993.20	\$ 749.81	\$ 749.81
460.5224	HMA Pavement 4 LT 58-28 S, Item also includes tack coat (455.0605)	TON	10	\$ 637.29	\$ 6,372.90	\$ 360.00	\$ 3,600.00	\$ 375.00	\$ 3,750.00	\$ 660.00	\$ 6,600.00	\$ 647.21	\$ 6,472.10
637.2230	Signs Type II Reflective F	SF	58	\$ 29.28	\$ 1,698.24	\$ 30.00	\$ 1,740.00	\$ 40.00	\$ 2,320.00	\$ 46.50	\$ 2,697.00	\$ 42.44	\$ 2,461.52
646.1020	Marking Line Epoxy 4-Inch (White)	LF	3845	\$ 0.68	\$ 2,614.60	\$ 0.70	\$ 2,691.50	\$ 0.65	\$ 2,499.25	\$ 0.77	\$ 2,960.65	\$ 0.69	\$ 2,653.05
646.1020	Marking Line Epoxy 4-Inch (Yellow)	LF	3565	\$ 0.68	\$ 2,424.20	\$ 0.70	\$ 2,495.50	\$ 0.65	\$ 2,317.25	\$ 0.77	\$ 2,745.05	\$ 0.69	\$ 2,459.85
646.5220	Marking Symbol Epoxy (Speed Hump Chevrons - White)	EACH	6	\$ 627.43	\$ 3,764.58	\$ 700.00	\$ 4,200.00	\$ 600.00	\$ 3,600.00	\$ 350.00	\$ 2,100.00	\$ 636.60	\$ 3,819.60
SPV.0060.05	Sign Post V-LOC Sign Support & Square Post	EACH	7	\$ 392.14	\$ 2,744.98	\$ 400.00	\$ 2,800.00	\$ 350.00	\$ 2,450.00	\$ 200.15	\$ 1,401.05	\$ 371.35	\$ 2,599.45
SPV.0105.01	Traffic Control	LS	1	\$ 1,050.00	\$ 1,050.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,110.31	\$ 4,110.31
<b>ADDITIONAL #1 - MACLEAN ROAD SPEED HUMPS</b>				<b>\$ 25,075.02</b>		<b>\$ 27,367.00</b>		<b>\$ 23,707.46</b>		<b>\$ 31,720.95</b>		<b>\$ 29,552.89</b>	

<b>TOTAL BASE BID W/ ADDITIONAL #1</b>	<b>\$ 2,351,281.31</b>	<b>\$ 2,518,093.00</b>	<b>\$ 2,519,965.44</b>	<b>\$ 2,869,803.09</b>	<b>\$ 2,950,083.82</b>
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<b>ADDITIONAL #2 - CREEK CULVERT WING WALLS</b>				<b>Willkomm Excavating</b>		<b>Asphalt Contractors</b>		<b>Rock Road Companies</b>		<b>Payne &amp; Dolan</b>		<b>Townsend Construction</b>	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
203.0250	Removing Structure Over Waterway Remove Debris (North Retaining Wall)	EACH	1	\$ 9,100.00	\$ 9,100.00	\$ 15,700.00	\$ 15,700.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	\$ 27,677.93	\$ 27,677.93
203.0250	Removing Structure Over Waterway Remove Debris (South Retaining Wall)	EACH	1	\$ 10,960.00	\$ 10,960.00	\$ 18,000.00	\$ 18,000.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	\$ 15,384.46	\$ 15,384.46
210.1500	Backfill Structure Type A	TON	115	\$ 15.57	\$ 1,790.55	\$ 16.50	\$ 1,897.50	\$ 20.00	\$ 2,300.00	\$ 52.00	\$ 5,980.00	\$ 63.66	\$ 7,320.90
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	40	\$ 37.42	\$ 1,496.80	\$ 45.00	\$ 1,800.00	\$ 25.00	\$ 1,000.00	\$ 46.00	\$ 1,840.00	\$ 53.05	\$ 2,122.00
606.0200	Riprap Medium, Item also includes Geotextile Type HR (645.0120)	CY	15	\$ 138.00	\$ 2,070.00	\$ 150.00	\$ 2,250.00	\$ 125.00	\$ 1,875.00	\$ 90.00	\$ 1,350.00	\$ 106.10	\$ 1,591.50
628.2004	Erosion Mat Urban Class II, Type B	SY	100	\$ 3.08	\$ 308.00	\$ 3.25	\$ 325.00	\$ 3.00	\$ 300.00	\$ 4.50	\$ 450.00	\$ 5.31	\$ 531.00
645.0111	Geotextile Type DF Schedule A	SY	140	\$ 4.00	\$ 560.00	\$ 4.50	\$ 630.00	\$ 2.00	\$ 280.00	\$ 8.00	\$ 1,120.00	\$ 10.61	\$ 1,485.40
SPV.0035.01	Reinforced Concrete for Apron Endwalls	CY	42	\$ 1,657.59	\$ 69,618.78	\$ 2,575.00	\$ 108,150.00	\$ 4,509.00	\$ 189,378.00	\$ 3,510.00	\$ 147,420.00	\$ 3,540.55	\$ 148,703.10
SPV.0105.03	Sediment Filter Bag and Erosion Bales	LS	1	\$ 5,052.92	\$ 5,052.92	\$ 5,500.00	\$ 5,500.00	\$ 500.00	\$ 500.00	\$ 1,501.50	\$ 1,501.50	\$ 5,304.98	\$ 5,304.98
SPV.0105.04	Filtrexx Edge Saver System	LS	1	\$ 77,330.97	\$ 77,330.97	\$ 80,000.00	\$ 80,000.00	\$ 32,880.62	\$ 32,880.62	\$ 119,400.00	\$ 119,400.00	\$ 98,672.70	\$ 98,672.70
SPV.0180.03	Restoration of Distrubed Area - Wing Wall Areas	SY	100	\$ 2.20	\$ 220.00	\$ 3.00	\$ 300.00	\$ 10.00	\$ 1,000.00	\$ 9.18	\$ 918.00	\$ 10.61	\$ 1,061.00
<b>ADDITIONAL #2 - CREEK CULVERT WING WALLS</b>				<b>\$ 178,508.02</b>		<b>\$ 234,552.50</b>		<b>\$ 230,513.62</b>		<b>\$ 319,979.50</b>		<b>\$ 309,854.97</b>	

<b>TOTAL BASE BID W/ ADDITIONAL #2</b>	<b>\$ 2,504,714.31</b>	<b>\$ 2,725,278.50</b>	<b>\$ 2,726,771.60</b>	<b>\$ 3,158,061.64</b>	<b>\$ 3,230,385.90</b>
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<b>TOTAL BASE BID W/ ADDITIONAL #1 &amp; #2</b>	<b>\$ 2,529,789.33</b>	<b>\$ 2,752,645.50</b>	<b>\$ 2,750,479.06</b>	<b>\$ 3,189,782.59</b>	<b>\$ 3,259,938.79</b>
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## **TASK ORDER NUMBER #23 CIVIL ENGINEERING SERVICES**

This task order is made as of February 27, 2024, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Elkhorn (Owner)** and **Kapur (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering, construction management services for the **2024 E Centralia Street Phase 2 Reconstruction** project consisting of:

E. Centralia St & McKenzie Ln Reconstruction project summary:

- Full Roadway Reconstruction of E. Centralia St (from the east side of I-43 to CTH H)
- Full Roadway Reconstruction of McKenzie Ln (from E. Centralia St to Proctor Dr)
- Replacement and upsizing of Watermain
- Some Sanitary Sewer will be relayed
- Spot Replacement of Sanitary Sewer
- Replacement of Sanitary Sewer Laterals
- Storm Sewer Replacement
- Creek – Culvert Wing Wall Replacement

Maclean Road Speed Humps Construction project summary:

- Placement of Speed Humps on Maclean Rd between CTH H and Hickory Ln

The city is planning to reconstruct a portion of E. Centralia Street from the east side of I-43 to CTH H and the portion of McKenzie Lane from E. Centralia St to Proctor Dr. This work is planned to be completed in the summer of 2024. The project includes reconstruction of the roadway surface, replacing curb and gutter, driveway aprons, bike lanes, signage, pavement markings, and new Creek Culvert Wing Walls.

The project also includes replacement and upsizing of Watermain, with hydrants at necessary spacing to provide adequate fire protection. Some sanitary main will be relayed and some spot replacements will be made to improve flow through the sanitary system and offer relief to the system through an overflow connection. The project includes new water and sanitary services for businesses and residential homes through the project corridor. Additionally, replacement of storm sewer will be done to improve the existing stormwater system. Stormwater underdrain systems are to be installed, if necessary, in the residential sections of the project to allow for current or future sump connections into the city stormwater system.

Construction is anticipated to take up to 21 weeks to complete beginning in Late April/Early May 2024.







## Section A. – Scope of Services

Engineer shall perform the following Services:

### Construction Management Activities

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

## Section B. – Schedule

Engineer shall perform the Scope of Services and deliver the related Documents according to the following schedule:

1. It is anticipated the construction work for this project will begin in late April/early May of 2024 and be completed September 27, 2024. This schedule has been provided for estimating purposes only. Engineering and survey staking construction services are estimated on the engineering and survey staff being on site as needed and completing project paperwork for up to 21 weeks.

## Section C. – Compensation





In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Two Hundred Nine Thousand Four Hundred Thirty-Six Dollars (\$209,436), payable according to the following terms:

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

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

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

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

Owner: City of Elkhorn

Engineer: Kapur & Associates, Inc.

By: \_\_\_\_\_

By: Michael G. Timmers, P.E.

Signature: \_\_\_\_\_

Signature: 

Title: \_\_\_\_\_

Title: Associate

Date: \_\_\_\_\_

Date: 2/27/2024



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

TASK ORDER #23 - Construction Management for 2024 E Centralia St, Phase 2 Reconstruction (I-43 to CTH H)														
Attachment A														
CLASSIFICATION	Project Manager		Project Engineer III		Staff Engineer II		Technician II		Project Surveyor		Survey Crew		Total Labor	
Average Hourly Wage	\$175.00		\$155.00		\$116.00		\$97.00		\$146.00		\$136.00			
TASK DESCRIPTION	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars
<b>Construction Manage/Admin</b>														
Construction Manage & Admin	2	\$350.00	170	\$26,350.00	42	\$4,872.00	26	\$2,522.00					240	\$34,094.00
Submittal Approvals			6	\$930.00	14	\$1,624.00							20	\$2,554.00
Meetings as Required	2	\$350.00	10	\$1,550.00	14	\$1,624.00	8	\$776.00					34	\$4,300.00
Survey Staking									12	\$1,752.00	56	\$7,616.00	68	\$9,368.00
Inspection - Sewer					180	\$20,880.00	54	\$5,238.00					234	\$26,118.00
Inspection - Water					480	\$55,680.00	188	\$18,236.00					668	\$73,916.00
Inspection - Road/Storm					342	\$39,672.00	92	\$8,924.00					434	\$48,596.00
Asbuilts, GIS Data Entry, Closeout	2	\$350.00	8	\$1,240.00	60	\$6,960.00	20	\$1,940.00					90	\$10,490.00
<b>Subtotal</b>													<b>1788</b>	<b>\$209,436.00</b>
<b>TOTALS</b>	<b>6</b>	<b>\$1,050.00</b>	<b>194</b>	<b>\$30,070.00</b>	<b>1132</b>	<b>\$131,312.00</b>	<b>388</b>	<b>\$37,636.00</b>	<b>12</b>	<b>\$1,752.00</b>	<b>56</b>	<b>\$7,616.00</b>	<b>1788</b>	<b>\$209,436</b>
												<b>Expenses:</b>		
												<b>Project Total:</b>		<b>\$209,436</b>

## MEMORANDUM TO THE CITY OF ELKHORN

**To:** Matt Lindstrom  
**From:** Mike Timmers  
**Cc:** Adam Swann  
**Date:** March 4, 2024  
**Re:** Bid Approval and Recommendation for Highway 67 Bypass Lane

A total of two bids were received on Thursday, February 15, 2024, for the **Highway 67 Bypass Lane**. The bids were reviewed, and the final bid tab results are as follows:

Bid Section	<u>Bidder No. 1</u> Payne & Dolan, Inc. (Waukesha, WI)	<u>Bidder No. 2</u> All-Ways Contractors, Inc. (Elm Grove, WI)
Total Base Bid:	\$156,956.56	\$162,534.00

Per the Contract, the award of the **Highway 67 Bypass Lane**, if approved by Council, shall go to the lowest responsible bidder based on their lowest bid of the work that the City chooses to complete.

Based on the review of the bids, the review of the bidder's qualification statement and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **Highway 67 Bypass Lane** contract to **Payne & Dolan, Inc.** A bid bond of 5% of the contract price, a qualification statement, and a list of subcontractors were submitted and complete with each bid. The project General Bid Tab, with complete details of the bids, is attached for your review.

Please note, in addition to publishing the notice in the Elkhorn Independent 2 times, the bid was posted on the City's website, posted on QuestCDN, we had numerous discussions with bidders during the bidding process, and we directly reached out to 4 different contractors. (emailed 2, phoned 2)



# STH 67 Bypass Lane - General Bid Tab

City of Elkhorn, Walworth County, Wisconsin - Bid Opening 2/15/2024, 10:30am



W I S C O N S I N

HIGHWAY 67 BYPASS LANE				Payne & Dolan		All-Ways Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price
204.0110	Removing Asphlatic Surface	SY	345	\$ 7.65	\$ 2,639.25	\$ 13.20	\$ 4,554.00
204.0165	Removing Guardrail	LF	225	\$ 18.57	\$ 4,178.25	\$ 7.40	\$ 1,665.00
205.0100	Excavation Common	CY	555	\$ 25.13	\$ 13,947.15	\$ 34.40	\$ 19,092.00
205.0100	Excavation Common (EBS)	CY	90	\$ 32.78	\$ 2,950.20	\$ 34.40	\$ 3,096.00
305.0110	Base Aggregate Dense 3/4-Inch - Gravel Shoulder	TON	105	\$ 45.89	\$ 4,818.45	\$ 56.00	\$ 5,880.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	775	\$ 32.78	\$ 25,404.50	\$ 28.40	\$ 22,010.00
311.0110	Breaker Run (3" Crushed Allowed) (EBS)	TON	180	\$ 29.28	\$ 5,270.40	\$ 28.40	\$ 5,112.00
460.6223	HMA Pavement 3 MT 58-28 S	TON	240	\$ 111.00	\$ 26,640.00	\$ 158.00	\$ 37,920.00
465.0315	Asphaltic Flumes	SY	10	\$ 60.69	\$ 606.90	\$ 97.80	\$ 978.00
614.0397	Guardrail Mow Strip Emulsified Asphalt	SY	105	\$ 51.86	\$ 5,445.30	\$ 17.80	\$ 1,869.00
614.2300	MGS Guardrail 3	LF	155	\$ 85.77	\$ 13,294.35	\$ 84.00	\$ 13,020.00
614.2610	MGS Guardrail Terminal EAT	EACH	1	\$ 4,588.85	\$ 4,588.85	\$ 5,980.00	\$ 5,980.00
628.1504	Silt Fence	LF	775	\$ 2.73	\$ 2,115.75	\$ 2.00	\$ 1,550.00
628.2008	Erosion Mat Urban Class I, Type B	SY	960	\$ 2.46	\$ 2,361.60	\$ 2.00	\$ 1,920.00
630.0500	Seed Water	MGAL	40	\$ 103.80	\$ 4,152.00	\$ 48.00	\$ 1,920.00
638.2102	Moving Signs Type II	EACH	1	\$ 273.15	\$ 273.15	\$ 150.00	\$ 150.00
690.0150	Sawing Asphalt	LF	800	\$ 1.52	\$ 1,216.00	\$ 3.50	\$ 2,800.00
SPV.0105.01	Traffic Control (Entire Project)	LS	1	\$ 12,589.24	\$ 12,589.24	\$ 19,950.00	\$ 19,950.00
SPV.0105.02	Fill Existing Guardrail Posts With Slurry	LS	1	\$ 1,529.62	\$ 1,529.62	\$ 2,725.00	\$ 2,725.00
SPV.0180.01	Asphalt Wedge Joint	SY	180	\$ 9.88	\$ 1,778.40	\$ 13.15	\$ 2,367.00
SPV.0180.02	Geogrid NX750 (EBS)	SY	1150	\$ 7.92	\$ 9,108.00	\$ 2.00	\$ 2,300.00
SPV.0180.03	Restoration of Disturbed Areas	SY	860	\$ 11.47	\$ 9,864.20	\$ 5.85	\$ 5,031.00
SPV.0180.04	Restoration Wetland Areas	SY	100	\$ 21.85	\$ 2,185.00	\$ 6.45	\$ 645.00
<b>HIGHWAY 67 BYPASS LANE</b>				<b>\$</b>	<b>156,956.56</b>	<b>\$</b>	<b>162,534.00</b>
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>156,956.56</b>	<b>\$</b>	<b>162,534.00</b>

## NOTICE OF AWARD

---

Date of Issuance: **3/4/2024**

Owner: **City of Elkhorn**

Owner's Contract No.:

Engineer: **Kapur & Associates, Inc.**

Engineer's Project No.: **23.0636**

Project: **Highway 67 Bypass Lane**

Contract Name:

Bidder: **Payne & Dolan, Inc.**

Bidder's Address: **N3 W23650 Badinger Rd, Waukesha, WI 53188**

### TO BIDDER:

You are notified that Owner has accepted your Bid dated **February 15, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **STH 67 Bypass Lane**

The Contract Price of the awarded Contract is: **One Hundred and Fifty-Six Thousand, Nine Hundred and Fifty-Six, and Fifty-Six Cents (\$156,956.56), based on the unit price bid provided on February 15, 2024, based on plan quantities; actual price to be based on approved quantities place.**

**Three** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **City of Elkhorn**

Authorized Signature

By:

Title:

Copy: Engineer

---

## **TASK ORDER NUMBER #24 CIVIL ENGINEERING SERVICES**

This task order is made as of February 27, 2024, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES (the Agreement), between the **City of Elkhorn (Owner)** and **Kapur (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering, construction management services for the **STH 67 Bypass Lane at N Country Club Pkwy** project consisting of:

- Erosion Control, Traffic Control & Restoration,
- Excavation & placement of new asphalt bypass lane for northbound traffic,
- Test roll existing base prior to paving,
- Replacement of existing guardrail

The project consists of widening approximately 750' of northbound State Highway 67 (STH 67) at the intersection with N Country Club Pkwy to provide a bypass lane around left-turning vehicles. The work includes building a new road lane, including excavation common, aggregate base, asphalt pavement, geogrid, guardrail removal and replacement, pavement marking, landscape restoration, traffic control, and erosion control, among other items.

Construction is anticipated to be performed in conjunction with the WisDOT Hwy 67 resurface project and performed by the same contractor, Payne & Dolan. The city's portion of the work is expected to take approximately 3 weeks to complete, per the tentative schedule provided by the WisDOT team. The WisDOT plan is to begin in mid-June or after the July 4<sup>th</sup> Holiday.

Continuous coordination is planned between the WisDOT construction team and the Elkhorn/Kapur team. Multiple meetings have already taken place to discuss the project coordination with the two entities, and it is anticipated that both sides will continue to work together well for the betterment of both the state project and the city project.

### **Section A. – Scope of Services**

Engineer shall perform the following Services:

#### **Construction Management Activities**

1. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract





quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.

2. Provide construction survey staking for necessary items within the construction contract. This survey provides for a “one time” staking for a particular item. If the contractor damages any stakes, they shall be responsible for the cost to replace those damaged stakes.
3. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. Complete final close out documentation and acceptance of improvements memorandum. **(This task is completed on a monthly basis and is completed for all work approved for the prior month.)**
4. The Engineer will be responsible for notifying, scheduling, conducting, documenting, and distributing minutes of the preconstruction conference.
5. Prepare and provide project update memorandum and provide copies of the daily journal entries to City staff, as necessary.
6. Attend meetings and coordinate with adjacent property owners and business, as needed.

### **Section B. – Schedule**

Engineer shall perform the Scope of Services and deliver the related Documents according to the following schedule:

1. The city’s portion of the work is expected to take approximately 3 weeks to complete, per the tentative schedule provided by the WisDOT team. The WisDOT plan is to begin in mid-June or after the July 4<sup>th</sup> Holiday.
2. Cooperation with WisDOT construction staff is planned to coordinate on-site inspection duties between WisDOT and Elkhorn/Kapur staff to both assure quality work is performed and to minimize any unnecessary inspection services by overlapping the two.

### **Section C. – Compensation**

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Thirteen Thousand Four Hundred Seventy-Eight Dollars (\$13,478), payable according to the following terms:

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







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

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

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

Owner: City of Elkhorn

Engineer: Kapur & Associates, Inc.

By: \_\_\_\_\_

By: Michael G. Timmers, P.E.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Associate

Date: \_\_\_\_\_

Date: 2/27/2024



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

TASK ORDER #24 - Construction Management for STH 67 Bypass Lane at N Country Club Pkwy												
Attachment A												
CLASSIFICATION	Project Manager		Project Engineer III		Staff Engineer II		Project Surveyor		Survey Crew		Total Labor	
Average Hourly Wage	\$175.00		\$155.00		\$116.00		\$146.00		\$136.00			
TASK DESCRIPTION	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars	Hrs	Dollars
<b>Construction Manage/Admin</b>												
Construction Manage & Admin	2	\$350.00	6	\$930.00	8	\$928.00					16	\$2,208.00
Submittal Approvals					6	\$696.00					6	\$696.00
Meetings as Required			4	\$620.00	4	\$464.00					8	\$1,084.00
Survey Staking							4	\$584.00	16	\$2,176.00	20	\$2,760.00
Construction Inspection			2	\$310.00	36	\$4,176.00					38	\$4,486.00
Closeout, Punchlist, Qty Coordination			4	\$620.00	14	\$1,624.00					18	\$2,244.00
<b>Subtotal</b>											<b>106</b>	<b>\$13,478.00</b>
<b>TOTALS</b>	<b>2</b>	<b>\$350.00</b>	<b>16</b>	<b>\$2,480.00</b>	<b>68</b>	<b>\$7,888.00</b>	<b>4</b>	<b>\$584.00</b>	<b>16</b>	<b>\$2,176.00</b>	<b>106</b>	<b>\$13,478</b>
									<b>Expenses:</b>			
									<b>Project Total:</b>		<b>\$13,478</b>	

## Memo

To: Common Council

From: Karl Sorvick, Recreation Director

Date: February 29<sup>th</sup>, 2024

Re: Request to increase maximum students for before/afterschool 2024/2025

In January, we sent out an email through RecDesk (our registration system) to all past participants, which is approx. 2,700 individuals. All community members that received an email had the option to notify us if they were interested in the before/after school program. We had 58 responses to this survey, which totaled over 86 children interested in attending the program.

Due to the anticipated high demand of this program – we are requesting to increase our maximum attendance for this program from 24 to 48.

Below is how this would affect the budget in 2024:

Item Impacted	24 students	48 students
2024 Budget for Lead	\$ 7,637.00	\$ 9,500.00
2024 Budget for Assistants	\$10,483.00	\$23,000.00
2024 Supplies/Equipment	\$ 1,704.00	\$ 5,500.00
Revenue	\$22,365.00	\$43,000.00
Net Revenue	\$ 2,541.00	\$ 5,000.00

Additional points to consider for this program:

- AnnaBelle Cocroft has agreed to be our Before/Afterschool coordinator. AnnaBelle has been with the Rec Dept. for 7+ years and the last three years she has coordinated our Sunset Camp program. This program is 11 weeks long and typically serves 50-60 children each week.
- March 7<sup>th</sup> is our Parent Information night via ZOOM. Rec Dept staff will provide an overview of the program and answer any questions.
- March 11<sup>th</sup> at 8am registration will open for the program. All registrations will have to be made in person or via phone.

**This item was discussed and approved by the Park and Recreation Board on February 28<sup>th</sup>.**

**Recommendation: Amend the budget to reflect an increase of the budget impacts listed above and approve the increase of participants to 48 children.**



**CITY OF ELKHORN**

**REQUEST FOR PROPOSALS (RFP)  
BUILDING INSPECTION SERVICES**

**Issued March 19, 2024**

**CITY OF ELKHORN**  
**REQUEST FOR PROPOSALS**  
**BUILDING INSPECTION SERVICES**

**March 19, 2024**

The City of Elkhorn is seeking proposals from certified building inspectors and/or building inspection firms to provide building inspection services. The desired term of these services is three years. The individual or firm submitting a response to this request should have at least five (5) years of experience providing building inspection services to a municipality or local government.

**Proposals may be mailed or delivered electronically. All proposals must be received by no later than noon on Tuesday, April 9, 2024.** Proposals delivered or received after the submittal deadline will be deemed late and rejected. There are no exceptions to this requirement.

If submitting a proposal by mail, the proposal must be placed in a sealed envelope, plainly marked “Sealed Proposal for Building Inspection Services” and addressed to the following:

Adam Swann  
City Administrator  
311 Seymour Ct.  
Elkhorn, WI 53121

If submitting a proposal electronically, please send it to Adam Swann, City Administrator, at [aswann@cityofelkhorn.org](mailto:aswann@cityofelkhorn.org).

Inquiries regarding this RFP may be directed to Adam Swann, City Administrator at (262) 723-2219 or [aswann@cityofelkhorn.org](mailto:aswann@cityofelkhorn.org).

## BACKGROUND

### Community Info

The City of Elkhorn is located in the center of Walworth County, Wisconsin, and serves as the county seat. Elkhorn has a population of approximately 10,240 people according to the most recent 2022 Census estimate. In the past year the City has seen an increase in commercial and industrial development, and there is a large mixed-use residential and commercial project under development. The City's desirable location near the crossroads of I-43 and Highway 12 is likely to encourage growth in the City for the foreseeable future.

### Organizational Structure

Elkhorn operates under the mayor-council form of government and has a city administrator, appointed by the Council, who is responsible for overseeing the day-to-day operations.

The City's planning, zoning, and code enforcement services are provided by a contract zoning administrator who works up to 30 hours per week. Building inspection services are provided by a contracted building inspector. The current building inspector is paid per inspection and per hour for office hours.

### Permit History

Building permit activity declined from \$156,070.21 in 2018 to \$34,800.31 in 2022 before rebounding to approximately \$90,562.36 in 2023. (Please note that these amounts do not include fees from plumbing and electrical permits.)

	2021	2022	2023
Permits Issued	453	400	420
Residential Inspections	N/A	N/A	149*
Commercial Inspections	N/A	N/A	182*
New Residential Units	7	2	0

\*March – Dec. 2023

## **SCOPE OF SERVICES**

The City of Elkhorn is requesting proposals from qualified firms or individuals to provide contracted building inspection services for the City (hereinafter referred to as “Inspector”). The services under the proposed contract would start on July 1, 2024.

The Inspector shall be required to perform the following job functions in a manner consistent with the provisions of the Wisconsin Uniform Dwelling Code and the International Commercial Building Code, including electrical, HVAC, plumbing, and other associated codes adopted by the State of Wisconsin or the City of Elkhorn for all single-family dwellings and multiple-family dwellings as well as commercial, industrial, and public buildings. This work primarily includes administering Chapter 14 (Building Code), Chapter 15 (Plumbing Code), and Chapter 16 (Electrical Code) of the Elkhorn Municipal Code.

1. Review building plans and conduct all necessary building, plumbing, electrical, and HVAC inspections on residential, commercial, and industrial construction within the City of Elkhorn.
2. Maintain all required certifications in the following disciplines: residential, commercial, and industrial construction; plumbing; electrical; energy conservation; and heating, ventilation, and air conditioning.
3. Provide inspection reports to the Building and Zoning Department for all inspections within one (1) week of inspection completion (unless otherwise agreed upon).
4. Research and provide building code information for inquiries and permit applications.
5. Notify the zoning administrator of possible code enforcement violations and support the resolution thereof.
6. Support the administration of the City’s building and zoning permit process to maintain adequate records to support decisions.
7. With assistance from City staff, collect and process building permit fees. The building inspector calculates permit fees while City staff enter and process payments. There is no requirement for the Inspector to conduct actual financial transactions.
8. Assist with the investigation of complaints related to State Building Code and City ordinances, including but not limited to inspections for occupancy permits and property maintenance (structural).

9. Assist the city clerk and administrative assistant for Public Works with responding to requests for information under Wisconsin Open Records Laws.
10. Provide the City with at least four (4) public office hours per week at the City Administration Building, which shall include hours on at least two (2) different days.
11. Respond to inquiries and questions from City staff and the public outside of regularly scheduled office hours.
12. Furnish a telephone number to the City for public dissemination where the Inspector may be contacted by City officials and citizens concerning his/her duties outside of regular office hours.
13. Attend occasional weekday or evening meetings, such as Common Council, Plan Commission, and joint ETZ committee meetings.

### **COMPENSATION**

The City will pay at the rate mutually agreed upon by the City and the Inspector for services rendered as described in the potential agreement. To the extent possible, the City is looking for a proposal where Inspector compensation is based on an hourly or per inspection rate rather than a percentage of permit fees.

### **REQUIREMENTS**

All records shall remain on-site at the Elkhorn City Administration Building at 311 Seymour Ct. in Elkhorn, Wisconsin. All of the municipal permit applications, records and all other such inspection information and records as developed by the Inspector for the City shall be records of the City and shall be owned and possessed by the City.

The City will provide suitable office space in the City Administration Building and will provide internet access and filing cabinets. In addition, the Inspector will have use of a copier, scanner, and fax machine; however, the office space and equipment shall only be used for City of Elkhorn building inspection work. During times when the Inspector is not available, the public may drop off applications, make payments, and pick up approved permits at the City Administration Building.



The individual/firm selected will not be permitted to assign, subcontract, or transfer the work of providing building inspection services without the prior written approval of the City.

Inspector Responsibility to Indemnify and Hold Harmless

To the fullest extent permitted by law, the Inspector and its agents, servants, officers or employees shall indemnify and hold harmless the City, including, but not limited to, its respective elective and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the Inspector during the Inspector's performance of the Agreement or any other work on the City's behalf. This includes, but is not limited to, claims arising from or alleged to have arisen from the negligence and/or willful, wanton, or reckless acts or omissions of the Inspector and its agents, servants, officers, or employees and any or all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorneys' fees.

Inspector Insurance Requirements

The Inspector shall maintain insurance coverage to protect against claims, demands, actions, and causes of action arising from any act or omission of the Inspector and its agents and employees in the performance of work under this Agreement. The Inspector shall name the City as an additional insured and provide the City with a certificate of insurance from a company authorized to transact business in Wisconsin, verifying the Inspector has at least the following coverages:

Comprehensive General Liability	\$1,000,000/occurrence; \$2,000,000 aggregate
Comprehensive Auto Liability (including non-ownership coverage)	\$1,000,000/occurrence; \$2,000,000 aggregate
Property Damage	\$1,000,000/occurrence; \$2,000,000 aggregate
Professional Liability (errors & omissions):	\$1,000,000/occurrence; \$2,000,000 aggregate
Bodily Injury Liability	\$1,000,000/occurrence; \$2,000,000 aggregate
Workers' Compensation	Statutory Requirements

Inspector Financial Responsibility

The City of Elkhorn shall not be liable for any costs incurred by an Inspector in responding to this Request for Proposals or for any costs associated with discussion required for clarification of items related to this proposal.

Inspectors have the responsibility to understand what is required by this RFP. The City shall not be held responsible for an Inspector's lack of understanding.

## **SELECTION CRITERIA**

In addition to an acceptable financial proposal, the successful Inspector will be one that most successfully demonstrates the following:

1. Certifications as required by the State of Wisconsin.
2. Knowledge and understanding of all applicable codes.
3. Successful experience in providing building inspection services to a municipality of similar size.
4. Ability to provide timely inspections so that permits or inspections are not unreasonably delayed.
5. Demonstration of a high level of accuracy in building inspection services for municipal clients.
6. Evidence of positive client interaction/service from previous or existing municipal clients.
7. An ability to work effectively with the City of Elkhorn Common Council and City committees and commissions.
8. An ability to work effectively with City of Elkhorn employees.
9. An ability to work effectively with building contractors and property owners, particularly in regard to communicating code issues and assisting with permit applications/procedures.
10. Ability to be compensated at an hourly or per inspection rate rather than fixed percentage of permit fees.
11. Overall compensation amount.
12. Familiarity with the City of Elkhorn.
13. Reference checks demonstrating a high level of competence and customer service in providing building inspection services for municipal clients.
14. Written and visual quality and accuracy of the proposal.
15. Interview.
16. Existing workload of the Inspector.
17. Physical location of the Inspector's base of operations.

## FORM OF PROPOSAL

To be considered, **proposals must be received by the city administrator no later than noon on Tuesday, April 9, 2024. Proposals may be mailed or delivered electronically.** Proposals delivered or received after the submittal deadline will be deemed late and rejected. There are no exceptions to this requirement.

All proposals shall be as follows:

1. Cover letter.
2. Detailed response to all selection criteria above.
3. Detailed financial proposal to include:
  - a. Compensation rate to provide the inspection services described in the above and in accordance with the laws of the State of Wisconsin (compensation shall be based on an hourly rate or per inspection).
  - b. Cost for non-permit inspections and/or other work performed on behalf of the City.

\*\*\*NOTE: The City will make mutually agreeable arrangements with the selected Inspector for a compensation structure.
4. Names and qualifications of key employees including the name and qualifications of the person in the Inspector's employ who will be primarily responsible for building inspection services in the City of Elkhorn.
5. The proposals shall identify references from municipal clients for which the firm/individual to be assigned as the City's point of contact for the work to be performed has provided inspection services within the past three (3) years. References must include the name, title, address, and phone number of the contact person.
6. The proposals shall identify all contractual inspection obligations that the Inspector currently has in the State of Wisconsin.
7. Identify the date when the Inspector will be available to begin providing inspection services to the City.
8. Any additional information that the Inspector feels would aid the City in evaluating the Inspector's ability to meet the selection criteria.

### City's Rights and Options

During the evaluation process, the City reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Inspector of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Inspector selected.

The City of Elkhorn reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposals, and not award any contract, all at its discretion and without penalty.

It is anticipated that the selection of an Inspector will be completed by May 20, 2024.

### **PROPOSAL SUBMISSION AND EVALUATION SCHEDULE**

The following chart shows the anticipated schedule of events for submitting and evaluating proposals. This schedule is subject to change based on the City’s needs and best interests.

City issues Request for Proposals	March 19
Deadline for submission of questions related to RFP	April 1
Deadline for submittal of proposals	April 9 at noon
First review by Common Council and selection of inspectors for interviews	April 16
Common Council interviews of selected inspectors	May 6
Potential Common Council action to accept a proposal	May 6
Potential Common Council action to finalize a contract with an inspector	May 20

## PLAN COMMISSION – FINDING OF FACT

DATE: February 29, 2024  
PROJECT: Elkhorn Travel Center, LLC- 195 Commerce Drive  
PC ID: E24.01.001  
ACTION: Conditional Use Permit

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The City of Elkhorn Plan Commission officially convened on February 15, 2024, to consider the Conditional Use Permit application submitted by Neal Gill- Elkhorn Travel Center, LLC. for an addition and renovation of an existing gas station with car wash to include a drive-through lane and fast service restaurant.

After considering the Conditional Use Permit application, the staff report, oral and written testimony, the Elkhorn 2040 Comprehensive Development Plan, the Zoning on the subject property, and other materials presented at the meeting, the Plan Commission does hereby make the following "finding of fact":

### FINDING OF FACT

- 1) The construction, maintenance and operation for an addition and renovation of an existing gas station with car wash to include a drive through lane and fast service restaurant on the subject property, if properly conditioned, are in accordance with the intent and purpose of Chapter 17 (Zoning) of the City of Elkhorn Municipal Code.
- 2) The construction, maintenance, and operation for an addition and renovation of an existing gas station with car wash to include a drive through lane and fast service restaurant on the subject property, if properly conditioned, are compatible with other uses permitted in the same zone or vicinity.
- 3) The construction, maintenance, and operation for an addition and renovation of an existing gas station with car wash to include a drive through lane and fast service restaurant on the subject property, if properly conditioned, will not be hazardous, harmful, offensive, or otherwise adverse to the environment.
- 4) The construction, maintenance and operation for an addition and renovation of an existing gas station with car wash to include a drive through lane and fast service restaurant on the subject property, if properly conditioned, will not be detrimental to the value of the neighborhood or community.

Based upon the "Findings of Fact", the Plan Commission motioned, seconded, and voted to recommend **APPROVAL** of the Conditional Use Permit application to the Common Council.

**CITY OF ELKHORN  
CONDITIONAL USE PERMIT No. 24-03**

NEAL GILL, ELKHORN TRAVEL CENTER, LLC – 195 COMMERCE DR.

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Pursuant to Section 17.5-1 of the City of Elkhorn Municipal Code, "Addition and renovation of an existing gas station with car wash to include a drive through lane and fast service restaurant" located at 195 Commerce Dr., Tax Key Parcel YA238500003 shall be permitted as a Conditional Use. The operation at said location shall be subject to the following conditions:

1. The applicant is responsible for planning, design, and implementation of the grading plan for the site. The City of Elkhorn shall not be held responsible for any deficiency in the grading plan.
2. The project shall be developed in accordance with the approved site plan dated 02/14/2024, and all stipulated conditions listed in the Kapur memo dated January 22, 2024. Any deviation from the approved plans shall require zoning administrator and/or Plan Commission approval.

Failure to fully comply with the above stated conditions shall be considered grounds for revocation of this permit.

Common Council of the City of Elkhorn

By: \_\_\_\_\_  
Bruce Lechner, Mayor

Attest: \_\_\_\_\_  
Lacey L. Reynolds, City Clerk

State of Wisconsin  
County of Walworth  
Subscribed and sworn/affirmed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

State of Wisconsin  
County of Walworth  
Subscribed and sworn/affirmed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

State of Wisconsin  
County of Walworth  
Subscribed and sworn/affirmed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

State of Wisconsin  
County of Walworth  
Subscribed and sworn/affirmed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Allison Schwark, Zoning Administrator