



## A PERFECT ENVIRONMENT

Residential      Recreational      Responsible

**Chair**  
Ron Troy  
**Supervisors**  
Pete Van Horn  
Edward Kranick  
Christie Dionisopoulos  
Billy Cooley  
**Clerk/Treasurer**  
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
TUESDAY, JULY 28, 2020 - 6:30 P.M.  
DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI**

### AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment on any matter not on the agenda. Please be advised that pursuant to State law, the Board cannot engage in a discussion with you but may ask questions. The Board may decide to place the issue on a future agenda for discussion and possible action. Each person wishing to address the Board will have up to three (3) minutes to speak. Speakers are asked to submit to the Town Clerk, a card providing their name, address, and topic for discussion.

The Board will also take comment from the public on agenda items as called by the Chair, but not during the Public Comment. Public comment on specific agenda items are limited to Town of Delafield Residents only and individuals will have up to three (3) minutes to speak. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

4. Approval of Minutes:
  - A. July 14, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
  - A. Report on budget sub-accounts and action to amend 2020 budget
  - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
  - A. Lake Country Fire and Rescue Update
  - B. Village of Summit Public Hearing Notice – Land Use Amendment
  - C. Notice of Referendum – Arrowhead Union High School District
  - D. Mixed Use Ordinance General Update (Discussion Only)
  - E. Deer Management Program Update
  - F. Update from Building Inspector
7. Unfinished Business
  - A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct.
  - B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.
  - C. Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake. (Tabled 7/14/2020)

## 8. New Business

- A. Discussion and possible on an operator license for the licensing year from 2020 to 2021 to Tiana Jenig.
- B. Discussion on possible action on the 2021 Budget Referendum for roadway improvements, police services and general Town operations.
- C. Discussion and possible action on accepting donated funds from Waukesha County Community Fund for repairs to the Delafield Skate Park
- D. Discussion and possible action on approval of a contract for repairs to the Delafield Skate Park.

## 9. Announcements and Planning items

- A. Plan Commission Meeting – Tuesday, August 4, 2020 @ 6:30 pm
- B. Partisan Primary Election – Tuesday, August 11, 2020
- C. Town Board Meeting – Thursday, August 13, 2020 @ 6:30 pm

## 10. Adjournment




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Dan Green  
Town of Delafield Clerk/Treasurer

**PLEASE NOTE:**

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
JULY 14, 2020 @ 6:30 PM**

**Members Present:** Chairman Troy, Supervisor Kranick, Supervisor Cooley, Supervisor Van Horn and Supervisor Dionisopoulos. Also present was Administrator/Clerk/Treasurer Dan Green.

**First order of business:** Call to Order  
Chairman Troy called the meeting to order at 6:30 p.m.

**Second order of business:** Pledge of Allegiance

**Third order of business:** Citizen Comments:

**Fourth order of business:**

- A. Approval of June 23, 2020 Town Board Minutes

*Motion made by Supervisor Dionisopoulos to approve the minutes as presented by the clerk. Supervisor Cooley seconded. Motion carried unanimously.*

**Fifth order of Business:** Review of 2019 Audit Report by Rotroff Jeanson & Company, SC.

Howard Jeanson gave a report to the board on the 2019 budget. He reviewed changes to GASB 84 and FASB 88 and how Covid-19 delayed some of these changes. He reviewed the Town's statement of net position, reviewing assigned and unassigned funds. He stated the Town is currently in good shape, but due to roadways and many capital outlays being paid in cash, as was past practice, the fund balance is starting to deteriorate. He stated that revenues were over budget last year and expenditures were under budget. He also expressed little concern for internal control issues.

**Sixth order of Business:** Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2020 budget

Motion by Supervisor Kranick to approve amending the 2020 Budget to increase \$40,275.00 to the accounts described above with monies to come from the General Fund account. Seconded by Supervisor Cooley. Motion passed unanimously.

- B. 1) Accounts payable; 2) Payroll

*Motion by Supervisor Cooley to approve payment of checks #63643-63653 and #63657-63710 in the amount of \$132,277.91 and payroll checks dated July 10, 2020 in the amount of \$70,090.43. Seconded by Supervisor Kranick. Motion carried unanimously.*

**Seventh order of Business:** Communications (for discussion and possible action)

**Letter from Craig and Karen Bauer regarding rainwater runoff from Shady Lane**

Engineer Barbeau explained this property is at the end of Shorewood Road which was an old mill tax road. He explained the concern of Mr. Bauer is at the end of Shady Lane. He explained the property owner's concern is that stormwater used to go through the Bauer's property. Since the construction of a new home on the other side of the road, water was diverted through their driveway and to the south of their house. The owners claim that due to the construction of a large berm on the property to the north, the water gets diverted and no longer drains the same direction.

Karen Bauer, the homeowner, stated they bought a small cottage that was on that property in 2008. At the time everyone in the area had drainage issues. She explained the berm that was put in across from their property and after, they found water was going directly into their house. They decided to tear down the

cottage and build a new home. They worked with a landscaper from the county and put cobblestones going down both sides directing all the water. She explained water keeps coming down. She stated she is looking for help from the Town, whether it is the removal of some large trees that may help the issue or help to find another solution.

Chairman Troy stated the property owner was willing to provide an easement to the Town, but the property owner would have to sign a waiver in order to do this. Engineer Barbeau explained the board could move this to an actionable item in the future and until then he could meet with the owners along with a small group of Town staff. He explained there may be multiple owners affected. Supervisor Kranick stated he would feel more comfortable creating a regional solution for this issue, not just one person. Chairman Troy stated he was willing to meet with the property owners.

*Motion by Supervisor Kranick to move this item to a later agenda when staff is ready to present a solution and have staff coordinate with Waukesha County on that solution. Seconded by Supervisor Cooley. Motion passed unanimously.*

### **Lake Country Fire and Rescue Update**

Supervisor Cooley explained that there was a negotiation meeting two weeks ago which went well. There are a few items that still need to be reviewed by the attorneys. He explained the board will need to consider the timing of bringing the contract to the board as budget discussions begin in mid-August. He explained that the board can be present during those meetings but would not have a vote if the contract was not approved and members were not appointed by the Town Chairman. Supervisor Van Horn brought up concerns of the City of Delafield holding their fire truck in Station 2.

### **Mixed Use Ordinance General Update (Discussion Only)**

Administrator Green gave an update that the discussions are continuing between the property owners, the county and some of the homeowners in the area.

### **Update on Skate Park fundraising efforts**

**Bryan Wilson, S4W32685 Government Hill Rd**, explained that at the last meeting the Town Board was left with \$20,000 to raise for the skate park. Since then their team has established a fund for repairs and maintenance. He explained as of Saturday, July 11, they raised the \$20,000 which came from 250 donors. He asked if the board would consider working with in-kind donations and explore purchasing materials from discounted quotes. He also reviewed the timeline for the community fund foundation to approve releasing the funds.

**Reese Slobodianuk, N8W31309 Salem Ct**, explained he spoke with Home Depot who gave a quote on materials they can supply. He also has worked on a possible grant and has worked on getting lumber at cost and supplementing costs to get as much savings as possible. He explained he was not sure how the logistics worked with purchasing through Spohn Ranch or if the Town would have to purchase materials on behalf of Spohn Ranch.

**Robert Merkt, 1026 Main Street, Delafield**, stated there is a lot of support from all over. He expressed concerns with ARC using the Ramp Armor material as opposed to Skatelite. He said skaters prefer Skatelite. He also stated he had the opportunity to get pricing for Skatelite that was \$40 less per sheet and suggested that Spohn Ranch or ARC purchase the skatelite material through their connection. Mr. Merkt brought up the idea of recognizing sponsors in some way.

Brian Wilson asked the board if they would consider accepting in-kind donations. Chairman Troy asked if the fundraising group had \$20,000 to present to the board. Supervisor Kranick explained that they will not have money in hand until August 4<sup>th</sup>. Mr. Wilson explained that the check could be cut to the Town after the WCCF approves the release of the funds. The board discussed the timeline of when the contract would be approved which they explained would have to be done after the donation has been given to the Town.

Supervisor Kranick stated that the Town was counting on people donating and raising \$20,000. He explained that in-kind donations were not a part of that motion and if the Town is going to contract a company who is going to stand behind their work, in-kind donations will muddy the waters. He explained no one from the Town has time to manage this project. He also stated he wanted to see this move along as soon as possible. He also stated he would like to award the contract before Waukesha County Community Fund releases the funds.

Supervisor Cooley stated he would like to see a quote from American Ramp Company that included Skatelite material. Supervisor Van Horn stated the board needs to decide by next meeting and be willing to award a contract at that time. Chairman Troy explained that the Town should not reward a contract until the money is in hand, otherwise it is a liability to the Town. He thought it better to receive the funds first. He also stated that the donated funds may come with conditions that the board may or may not agree with. The board directed the administrator to get a revised quote from both Spohn Ranch to redo the entire skate park with skatelite, and American Ramp Company to use skatelite material. The board also discussed the possibility of naming rites if it was done in a classy and respectful way such as a plaque. Supervisor Cooley asked the fundraising group to do research into the different skating surfaces as well.

**Eighth order of Business:** Unfinished Business

- A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct.
- B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.

Supervisor Cooley asked that the building inspector be present at the next meeting to give an update.

**Ninth order of Business:** New Business

- A. Discussion and possible action on approving an exception from Chapter 18.10 of the Town Code to allow a lot line adjustment resulting in a 14,734 square foot lot which requires a minimum 21,000 square foot lot.

*Motion by Supervisor Kranick to Approve an exception from Chapter 18.10 of the Town Code to allow a lot line adjustment resulting in a 14,734 square foot lot which requires a minimum 21,000 square foot lot. Seconded by Supervisor Cooley. Motion passed unanimously.*

- B. Discussion and possible action on the Plan Commission's recommendation to approve a Certified Survey map to combine properties at N21 W28651 Louis Avenue subject to Waukesha County and Town staff recommendations.

*Motion by Supervisor Kranick to approve a Certified Survey Map to combine properties at N21W28651 Louis Avenue subject to Waukesha County and Town staff recommendations. Seconded by Supervisor Cooley. Motion passed unanimously.*

- C. Discussion and possible action on approving a rezone request from Joel Gerke and Kellie Brock for the property located on the east side of Cushing park Road, approximately 800 feet south of Lapham Lane, DELT 0840.990.002, from A-1 Agricultural District to A-2 Rural Density subject to comments by Town staff and recommend to Waukesha County.

*Motion by Supervisor Kranick to approve a rezone request from Joel Gerke and Kellie Brock for the property located on the east side of Cushing Park Road, approximately 800 feet south of Lapham Lane, DELT 0840.990.002 from A-1 Agricultural District to A-2 Rural Density subject to comments by Town staff and recommend to Waukesha County. Seconded by Supervisor Cooley. Motion passed unanimously.*

- D. Discussion and possible action on the Plan Commission's recommendation to approve a waiver from Section 17.03 3. C. of the Town Code requiring a minimum 24-foot driveway access to properties serving more than one building.

*Motion by Supervisor Kranick to approve a waiver from Section 17.03 3. C. of the Town Code requiring a 24-foot driveway access by reducing the access 12 feet with an 18-foot bump out. Seconded by Supervisor Cooley. Motion passed unanimously.*

- E. Discussion and possible action on the Plan Commission's recommendation to approve the request from John and Theresa Singer for a three lot Certified Survey Map for the property located at W334 S828 Cushing Park Road subject to recording a driveway easement and technical corrections from County and Town staff.

*Motion by Supervisor Kranick to approve the request from John and Theresa Singer for a three lot Certified Survey Map for the property located at W334S828 Cushing Park Road subject to the recording of a driveway easement and technical corrections from Waukesha County and Town staff. Seconded by Supervisor Van Horn. Motion passed unanimously.*

- F. Discussion and possible action on the appointment of Ed Kranick as Town Supervisor representative to the Plan Commission.

*Motion by Chairman Troy to appoint Supervisor Kranick as Town Supervisor representative to the Plan Commission. Seconded by Supervisor Cooley. Motion passed 4-0 with Supervisor Kranick abstaining.*

- G. Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake.

Chairman Troy explained that the Chairperson from the Town of Genesee was asking if the Town would like to split the cost between Genesee and Oconomowoc Lake for the attorney's review of the contract. Mr. Troy stated he did not have a problem bringing this forward to the board. Supervisor Van Horn asked how much this would cost the Town. Staff did not have an answer at this time.

*Motion by Supervisor Kranick to table "Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake". Seconded by Supervisor Dionisopoulos. Motion passed unanimously.*

- H. Discussion on possible action on the 2021 Budget and Referendum for roadway improvements and police services.

Chairman Troy explained he would like to have the resolution for a referendum voted on at the next meeting to ensure the Town does not miss any deadlines. He explained that the Town Attorney is reviewing if the Town legally can have more than one question on the ballot or if the question must be singular. Chairman Troy also directed the administrator to work with the accountant on assessments and percentages for the Resolution. The board also agreed that we need to start advertising immediately after approving the resolution. They agreed this item will be on the July 28 Town Board agenda.

- I. Discussion and possible action to change the date of the first August Town Board meeting regularly held on August 11, 2020 due to the Fall Primary.

*Motion by Supervisor Kranick to move the August 11 regularly scheduled Town Board meeting to August 13 due to the Fall Primary. Seconded by Supervisor Cooley. Motion passed unanimously.*

**Tenth order of Business:** Announcements and Planning items

- A. Town Board Meeting – Tuesday, July 28 @ 6:30 pm
- B. Plan Commission Meeting – Tuesday, August 4, 2020 @ 6:30 pm
- C. Partisan Primary Election – Tuesday, August 11, 2020

**Eleventh order of Business:** Adjournment

*Motion by Supervisor Kranick to adjourn the July 14, 2020 Town Board meeting at 8:10 p.m. Seconded by Supervisor Dionisopoulos. Motion carried unanimously.*

Respectfully submitted:

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Dan Green, CMC/WCMC  
Administrator - Town Clerk/Treasurer



Village Hall, 567-2757  
Fax, 567-4115  
Highway Dept., 567-2422  
Police Dept., 567-1134  
Building Inspector, 490-4141

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

**PUBLIC HEARING NOTICE**

**VILLAGE OF SUMMIT, WISCONSIN**

*Thursday, August 13, 2020*

Please be advised that the Village of Summit Village Board will be convening a public hearing on Thursday, August 13, 2020, immediately following another hearing set to begin at 6:30 p.m., at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin.

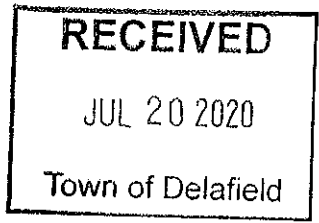
The purpose of this hearing is to receive and respond to comments regarding a proposed amendment to the Village of Summit Master Plan 2020. The amendment would modify the land use for a 4.23-acre parcel at 2700 Indian Mound Road from 2.4-acre residential density to 0.8-acre residential density designation. A draft Resolution that will be considered at this hearing is attached to this notice. The Village Board may take action on the proposed amendment immediately following the hearing or at a future meeting date.

Information on this application is available for review at the Village of Summit Village Hall, 37100 Delafield Road, during regular business hours. For more information regarding this public hearing, please contact Henry Elling, Zoning Administrator, at the Summit Village Hall (262) 567-2757.

All interested parties will be heard.

VILLAGE OF SUMMIT  
Henry Elling, Zoning Administrator

Published: Oconomowoc Enterprise, July 9, 2020





# VILLAGE OF SUMMIT FUTURE LAND USE MAP

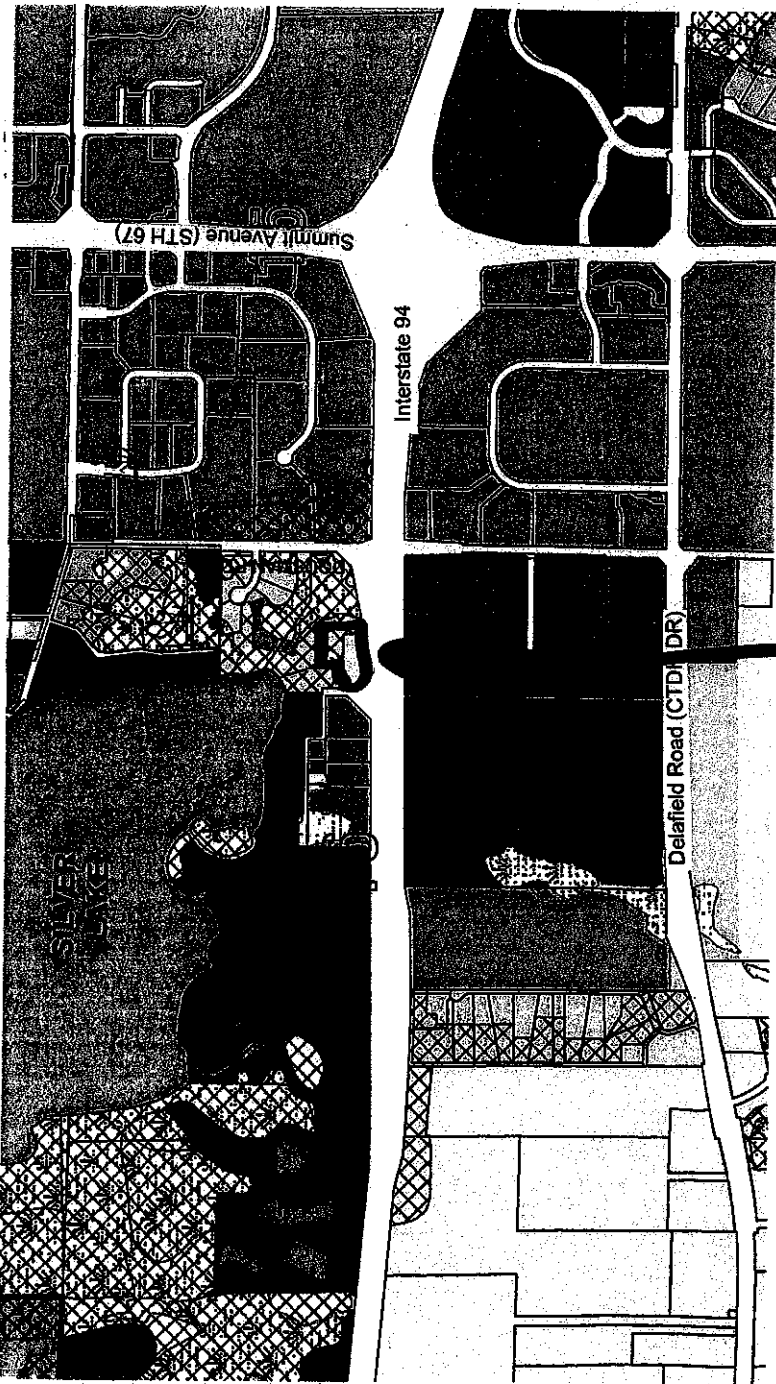
## Legend

- SF Residential 2.4-acre density
- SF Residential 1.6-acre density
- SF Residential 0.8-acre density
- SF Residential 0.6-acre density
- SF Residential 0.5-acre density
- MF Residential 10 Dwelling Units per Acre (D.U.A.)
- Mixed Use Residential
- Mixed Use Commercial
- Commercial/Office
- Industrial/Business Park
- Institutional
- Agricultural
- Park/Recreational
- Neighborhood/Village Park
- Community Park
- Wetland Under 2 Acres
- Wetland Over 2 Acres
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area

Cadastral data is from 2017 Washington County GIS Data.  
 Wetland data is from the 2010 WDMR Wetland Inventory.  
 Environmental Corridor Data is from SEWRPC's 2009 Revised EC  
 Inventory. All data has been reviewed and approved by the Village of EC on  
 the future land use map to reflect future planning conditions.



Map Created: June 4, 2001  
 Map Revised: February 10, 2020



**Proposed Change**  
 From SF Residential 2.4-acre density  
 To SF Residential 0.8-acre density

PLAN COMMISSION OF THE  
VILLAGE OF SUMMIT, WISCONSIN

RESOLUTION NO. \_\_ - 2019

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**RESOLUTION RECOMMENDING AN AMENDMENT TO  
THE SUMMIT MASTER PLAN 2020**

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WHEREAS, the Village of Summit, Waukesha County, Wisconsin, has established a Plan Commission pursuant to Sections 61.35 and Section 62.23 of Wisconsin Statutes upon incorporation on July 29, 2010; and

WHEREAS, Wisconsin State Statutes Section 62.23(1), (2) and (3) empowers the Village Plan Commission to recommend to the Village Board the adoption of a Comprehensive Plan for the physical development of the Village, along with Section 66.1001 of Wisconsin Statutes; and

WHEREAS, the Town Board adopted a Land Use Plan for the Village of Summit, also known as the *Summit Master Plan 2010*, in May, 2001. The Village Board requested an update and adopted the updated *Summit Master Plan 2020* on November 3, 2011; and

WHEREAS, the Village Board adopted Resolution #15,348, *A Resolution to Adopt a Public Participation Plan for Amendments to the Village Master Plan*, on May 7, 2015, to give direction on future application procedures for consideration; and

WHEREAS, Michael and Susan Guzanick have filed an application under Section 3(D)(11)(e) to amend the *Summit Master Plan 2020* to modify the designation of a 4.23-acre parcel at 2700 Indian Mound Road from 2.4-acre residential density to 0.8-acre residential density designation; and

WHEREAS, the Village of Summit Plan Commission has completed their portions of the Public Participation Plan as adopted on May 7, 2015, including meetings to review the request and hear public comment on the proposal; and

WHEREAS, the Village of Summit Plan Commission finds that the requested land use amendment to the *Summit Master Plan 2020*, which is attached hereto and incorporated herein as Exhibit A, is appropriate based on

1. the description and location of similar density residential development west of Indian Mound Road;
2. the installation of sanitary sewer to serve lands surrounding Silver Lake, including this property;
3. the adjacent I-94 Highway having increased density along the highway corridor.

WHEREAS, the Village of Summit Plan Commission finds that the description and modified designation of 0.8-acre Density Single Family Residential Development to be appropriate to serve the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development

of the municipality which will, in accordance with existing and future needs, in the opinion of the Plan Commission best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as efficiency and economy in the process of development; and

WHEREAS, the Village of Summit Plan Commission on July 16, 2020 reviewed a final draft of the amendment for recommendation to the Board for adoption pursuant to Wisconsin Statutes Section 66.1001.

**NOW, THEREFORE, BE IT RESOLVED** by Village Plan Commission of the Village of Summit, Wisconsin that the amended *Summit Master Plan 2020 Section 3D(5(e))* attached hereto and incorporated herein by reference is hereby recommended for adoption.

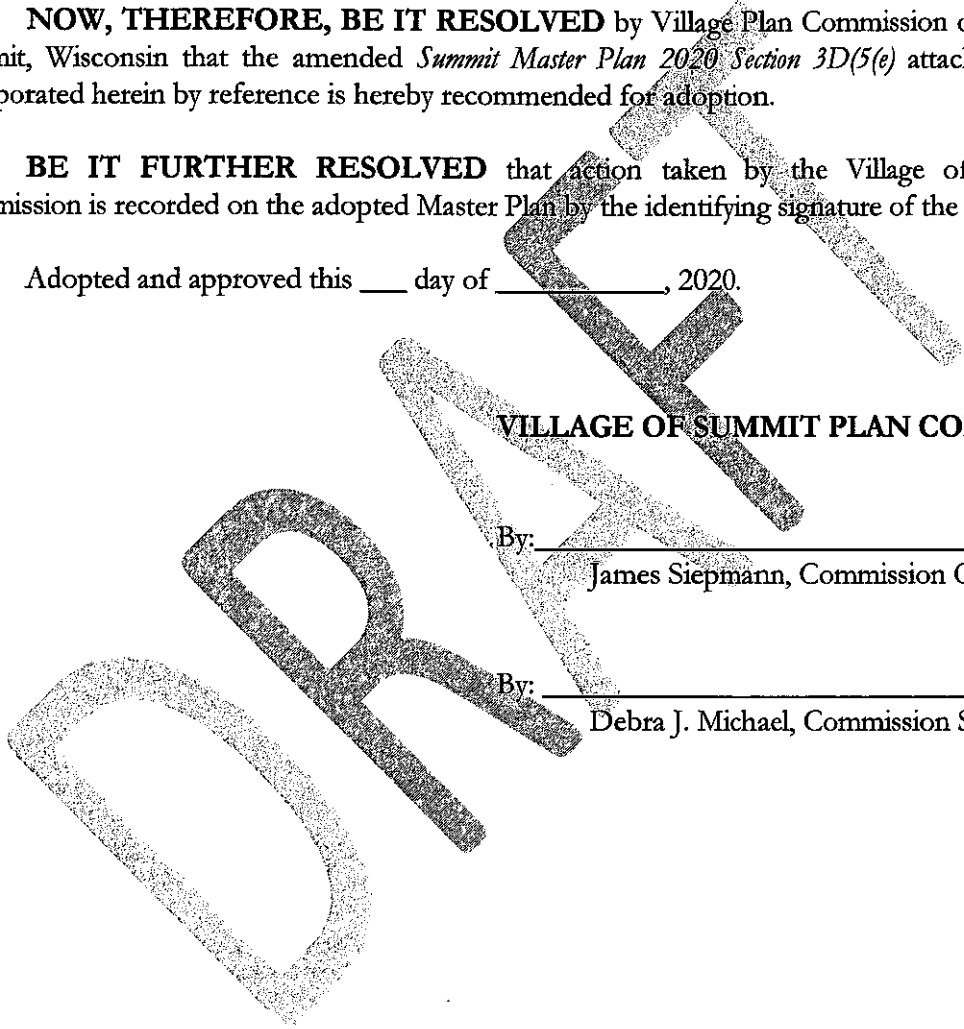
**BE IT FURTHER RESOLVED** that action taken by the Village of Summit Plan Commission is recorded on the adopted Master Plan by the identifying signature of the Secretary.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF SUMMIT PLAN COMMISSION**

By: \_\_\_\_\_  
James Siepmann, Commission Chairman

By: \_\_\_\_\_  
Debra J. Michael, Commission Secretary



### Section 3 Land Use Recommendations **D. (5) Single-Family Residential Development**

#### DEFINITION -

**Areas designated for development to be occupied by one “family” per residential structure. This area excludes residential structures with more than one unit. Typical single-family lots will have only the residential structure and will not have additional permanent outbuildings other than sheds and smaller accessory buildings. Estate single-family lots will allow larger lot sizes and may include permanent outbuildings such as barns, stables, or guest houses. Land development that includes environmental corridors may require estate zoning.**

#### DENSITY -

Depending on location, **net densities** for single-family residential development can include a 2.4-acre, 1.6-acre, 0.8-acre or 0.60-acre density factor. All new single-family residential development that occurs south of I-94 on parcels which contain area *completely within the environmental corridor* shall have a minimum 5.0-acre density. All new single-family residential development that occurs on parcels which contain area *partially within the environmental corridor* may have the density of adjacent non-corridor lands, provided that any earth-altering activity and/or building envelopes are located outside the environmental corridor and include not less than two acres of buildable land on each parcel created. The overall goal of this policy is to obtain a maximum density of building activity within the environmental corridor of not more than one (1) dwelling unit for each five (5) acres of environmental corridor lands.

- a. All undeveloped lands designated for single-family development on the Future Land Use Plan shall have a 2.4-acre density factor, except for the following locations:
  1. The 24 acres northwest of Huebner Road will be identified for 1.6-acre density.
  2. The 150+ acre property south-west of the I-94 / CTH P Interchange will be identified for two possible residential densities. The 500 feet immediately south of CTH DR will be shown with the potential for a mixed-use commercial development. This additional density will be considered only if sanitary sewer is approved for the property. The remainder of the site will continue to be shown as 2.4-acre density.
  3. The 118-acre property northwest of Sawyer Road (CTH P) and Genesee Lake Road will be shown as 1.6-acre density along Sawyer Road, with 2.4-acre density for lands fronting on Genesee Lake Road.
  4. The 120+ acres of land west of Shakerville Subdivision, south of Genesee Lake Road will be shown as 1.6-acre density. Future consideration may be given to additional density if sanitary sewer service is approved and a development plan is approved by the Village Board.

5. Lands in the south half of Section 7 remaining in the Village after the 2010 boundary agreement land transfer will be shown as 0.8-acre density to the east half, and either 1.6-acre or 2.4-acre density for the west half, based on the boundary agreement with the City of Oconomowoc.
  6. Additional development restrictions may be placed on lands in the Groundwater Protection Zone identified in the Appendix on page 41.
- b. All developed lands east of the Bark River, south of 1-94 and west of Waterville Road shall have 0.6-, 0.8- or 1.6-acre density factors as outlined on the Future Land Use Plan.
  - c. All developed lands along the Dousman Road corridor from the Village of Dousman to the north boundary of Summit Meadows Subdivision shall have a 0.8-acre density factor as outlined on the Future Land Use Plan.
  - d. All developed lands along the Dousman Road corridor which surround Middle and Lower Genesee Lakes north from Country Meadows Subdivision shall have a 0.6, 0.8 or 1.6-acre density factor as identified on the Future Land Use Plan.
  - e. ***\*\* July 16, 2020 Resolution recommended by the Village Plan Commission: All developed lands which surround Silver Lake shall have a 0.6-acre density factor as identified on the Future Land Use Plan. Developed lands not immediately adjacent to Silver Lake shall have a 0.8 or 1.6-acre density factor as identified on the Future Land Use Plan, with lands along Forest Drive listed at 0.8-acre density.***
  - f. Lands around Golden Lake and on the western boundary with Jefferson County shall have a 0.8-acre density factor as identified on the Future Land Use Plan, based on the current lot size.
  - g. An area south of Valley Road and west of Sawyer Road in the Pabst Farms development shall have a 0.8-acre density factor as shown on the Future Land Use Plan. These lands differ substantially from the balance of the Village of Summit residential development since they will include sanitary sewer and water from the City of Oconomowoc. The Plan would allow these densities as part of a Planned Unit Development project with consideration from the Village Board after recommendation from the Plan Commission. The density decision should be based on the overall benefit to the local and village residents, parkland and open space provision, creation of a neighborhood character, and amenities within the project site. ***\*\* November 6, 2014 Resolution by the Village Board removed 7 acres of this land at the far south end of the property from Residential designation and moved to BP Business Park designation. \*\* July 20, 2016 Resolution by the Village Board added a density factor of 0.5 acres per dwelling unit and apply this density to 205 acres of land west of Sawyer Road and south of Valley Road.***

- h. \*\* August 22, 2019 recommendation from the Plan Commission: A 27.87-acre parcel at the northwest corner of Genesee Lake Road and Dousman Road had previously been designated for Institutional Use; however, this use did not materialize and the owners have determined that the institutional use will be located elsewhere in the Village. This property should be consistent with the adjacent land to the west and identified as 2.4-acre density.*

DRAFT



## The Arrowhead Union High School District

South Campus/District Office

700 North Avenue  
Hartland, Wisconsin 53029  
(262) 369-3611

North Campus

800 North Avenue  
Hartland, Wisconsin 53029  
(262) 369-3612

[www.arrowheadschoools.org](http://www.arrowheadschoools.org)

July 14, 2020

Dan Green, Clerk  
Town of Delafield  
W302N1254 Maple Avenue  
Delafield, WI 53018-7000

This is to inform you that on July 8, 2020, the Board of Education of the Arrowhead Union High School District adopted a Resolution providing for a Referendum Election at the November 3, 2020, regularly scheduled election.

Attached is a signed copy of the Referendum Resolution and Exhibits:

Exhibit B - Notice of Referendum - must be posted in each polling place on election day.

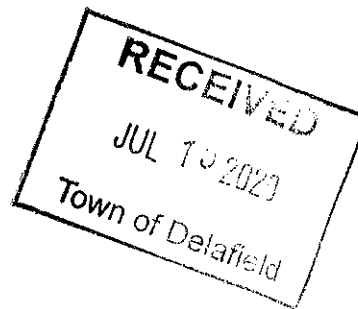
Exhibit C is the Official Referendum Ballot. Our legal counsel requests that you provide us with a **sample of the Absentee Ballot** when it is prepared. Please send the sample to Jeff Gross at [gross@arrowheadschoools.org](mailto:gross@arrowheadschoools.org) and to me at [hoag@arrowheadschoools.org](mailto:hoag@arrowheadschoools.org).

If you need additional information, please do not hesitate to contact me at (262) 369-3611, ext. 4110, or Jeff Gross, Director of Business Services, at (262) 369-3635.

Sincerely,

Diane M. Hoag  
Administrative Assistant

Enclosures



District Office Fax (262) 367-7406

South Campus Office Fax (262) 367-4693 • Office of Student and Staff Learning Fax (262) 367-2014  
North Campus Office Fax (262) 369-0996 • Activities Office Fax (262) 367-1870

RESOLUTION PROVIDING FOR A REFERENDUM  
ELECTION ON THE QUESTION OF THE APPROVAL OF A  
RESOLUTION AUTHORIZING THE SCHOOL DISTRICT  
BUDGET TO EXCEED REVENUE LIMIT BY \$1,700,000 PER  
YEAR FOR FIVE YEARS FOR NON-RECURRING PURPOSES

WHEREAS, the School Board of the Arrowhead Union High School District, Waukesha County, Wisconsin (the "District"), has heretofore duly adopted a resolution entitled: "Resolution Authorizing the School District Budget to Exceed Revenue Limit by \$1,700,000 Per Year for Five Years for Non-Recurring Purposes" (the "Revenue Limit Resolution"); and

WHEREAS, the School Board deems it to be desirable and in the best interest of the District to direct the District Clerk to submit the Revenue Limit Resolution to the electors for approval or rejection at the regularly scheduled election to be held on November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District as follows:

Section 1. Referendum Election Date. The District Clerk is hereby directed to call a referendum election to be held in the District at the regularly scheduled election to be held on November 3, 2020 for the purpose of submitting to the qualified electors of the District the proposition of whether the Revenue Limit Resolution shall be approved.

Section 2. Notice to Electors. The District Clerk is directed to give notice by:

- (a) causing a Notice of Election in substantially the form attached hereto as Exhibit A to be published in the Lake Country NOW in the issue published immediately prior to the fourth Tuesday before the referendum election.
- (b) causing a Notice of Referendum (which includes the facsimile of the sample ballot) in substantially the form attached hereto as Exhibit B to be published in the Lake Country NOW in the issue published immediately preceding the referendum election. This Notice shall also be posted in each polling place on election day.

If any of the municipalities within the District use an electronic voting system employing a ballot label and ballot card, the Notice of Referendum set forth in Exhibit B shall also include a true, actual-size copy of the ballot label and ballot card in the form in which they will appear on election day.

Section 3. Polling Places and Hours. The District electors must vote at the referendum election at the times and polling places at which they cast their ballots in regularly scheduled elections.

Section 4. Referendum Election Officials. The election officials appointed in each of the municipalities within the District shall conduct the election.



Section 5. Official Referendum Ballot Form. The ballot to be used at the referendum election shall be prepared in accordance with the provisions of Sections 5.64(2) and 7.08(1)(a), Wisconsin Statutes. The ballot shall be substantially in the form attached hereto as Exhibit C.

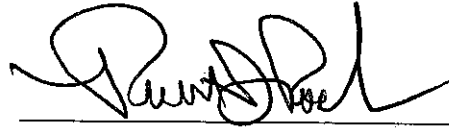
The District Clerk shall cause to be printed sufficient ballots for use at said referendum election, both as actual ballots in those polling places which do not use voting machines and as absentee ballots where voting machines are used and as specimen ballots (the latter to be of a different and easily identifiable color from the actual ballot). The form of the ballot shall be filed with the official responsible for providing the ballots for the election, and the District Clerk shall file a copy of the ballot with the clerk of each county having territory within the District, as soon as possible after the date hereof but in no event later than 70 days prior to the election, as provided in Section 8.37, Wisconsin Statutes. If the District prepares the ballots, they should be delivered to the municipal clerks running the election at least 52 days prior to the election, to allow the municipal clerks to comply with their obligation to provide absentee ballots under Section 7.15, Wisconsin Statutes.

The municipal clerks of the municipalities within the District shall receive applications for absentee ballots and initial the same when issued to qualified absentee voters.

Section 6. Canvass. The returns of the referendum election shall be canvassed by the Board of Canvassers of each municipality within the District. Each Board of Canvassers shall certify the returns of the referendum election to the District Clerk. The District Clerk and two other reputable citizens appointed by the District Clerk prior to the date of the referendum election shall act as the District's Board of Canvassers for this referendum election. This Board of Canvassers shall meet in open session no later than 9:00 a.m. on the Tuesday after the election to determine the result of the referendum election. The canvass shall be open to the public and the District Clerk is directed to give due notice of said meeting.

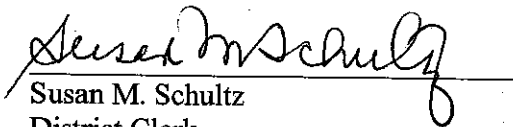
Section 7. DPI Notice. Pursuant to the provisions of Section 121.91(3), Wisconsin Statutes, the District Clerk shall notify the Department of Public Instruction of the date of the referendum election and shall provide the Department with copies of the Revenue Limit Resolution within 10 days after the adoption of the Revenue Limit Resolution and shall further notify the Department of the results of the referendum within 10 days following the election using the method prescribed by the Department.

Adopted and recorded July 8, 2020.



Robert J. Rosch  
District President

ATTEST:



Susan M. Schultz  
District Clerk

(SEAL)

## EXHIBIT A

NOTICE OF ELECTION  
ARROWHEAD UNION HIGH SCHOOL DISTRICT  
NOVEMBER 3, 2020

NOTICE IS HEREBY GIVEN, that at an election to be held in the Arrowhead Union High School District on Tuesday, November 3, 2020, the following question will be submitted to a vote of the people:

"Shall the Arrowhead Union High School District, Waukesha County, Wisconsin be authorized to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements?"

A copy of the entire text of the resolution directing submission of the question set forth above to the electorate and information concerning District boundaries can be obtained from the District Clerk at the School District offices located at 700 North Avenue, Hartland, Wisconsin.

**Acceptable photo ID will be required to vote at this election. If you do not have a photo ID you may obtain a free ID for voting from the Division of Motor Vehicles.**

Persons with questions regarding the referendum election should contact Laura Myrah, District Administrator.

Done in the Arrowhead Union High School District  
on September 30, 2020  
Susan M. Schultz  
District Clerk

## EXHIBIT B

NOTICE OF REFERENDUM  
ARROWHEAD UNION HIGH SCHOOL DISTRICT  
NOVEMBER 3, 2020

NOTICE IS HEREBY GIVEN, that at an election to be held in the Arrowhead Union High School District on November 3, 2020, the following proposed Revenue Limit Resolution of the School Board will be submitted to a vote of the people:

RESOLUTION AUTHORIZING THE SCHOOL  
DISTRICT BUDGET TO EXCEED REVENUE  
LIMIT BY \$1,700,000 PER YEAR FOR FIVE  
YEARS FOR NON-RECURRING PURPOSES

BE IT RESOLVED by the School Board of the Arrowhead Union High School District, Waukesha County, Wisconsin that the revenues included in the School District budget be authorized to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements.

The question will appear on the ballot as follows:

"Shall the Arrowhead Union High School District, Waukesha County, Wisconsin be authorized to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements?"

EXPLANATORY STATEMENT AND EFFECT OF VOTE

The referendum election ballot will ask District electors to vote "yes" or "no" on the referendum election question as set forth above.

A "yes" vote on the question is a vote to authorize the Arrowhead Union High School District budget to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements.

A "no" vote on the question is a vote to deny the Arrowhead Union High School District the authority to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by

\$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements.

In the event a majority of the electors voting on the question vote "yes", the District will be authorized to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements; if a majority vote "no" on the question set forth above, the District will not be so authorized.

### LOCATION AND HOURS OF POLLING PLACES

Information as to the location of the polling places is available in the District Office at 700 North Avenue, Hartland, Wisconsin.

**ALL POLLING PLACES WILL BE OPEN AT 7:00 A.M. AND WILL CLOSE AT 8:00 P.M.**

If you have any questions concerning your polling place, contact the municipal clerk:

Pamela Ann Little, Clerk  
Village of Chenequa  
31275 W. County Road K  
Chenequa, WI 53029  
(262) 367-2239  
Office hours: 8:00 - 4:30 (M-Th);  
8:00 - 3:00 (F)

Cynthia Pfeifer, Clerk  
Village of Nashotah  
N44W32950 Watertown Plank Road  
P. O. Box 123  
Nashotah, WI 53058-0123  
(262) 367-8440  
Office hours: 8:30 - 2:30 (M-W-F)

Darlene Igl, Clerk  
Village of Hartland  
210 Cottonwood Avenue  
Hartland, WI 53029  
(262) 367-2714  
Office hours: 7:30-4:30 (M-F)

Sam Liebert, Clerk  
Village of Sussex  
N64W23760 Main Street  
Sussex, WI 53089  
(262) 246-5200  
Office hours: 8:00 - 5:00 (M-F)

Thomas Nelson, Clerk  
Village of Merton  
N67W28343 Sussex Road  
P. O. Box 13  
Merton, WI 53056-0013  
(262) 538-0820  
Office hours: 9:00 - 5:00 (M-Th)

Michelle Luedtke, Clerk  
City of Delafield  
500 Genesee Street  
Delafield, WI 53018  
(262) 646-6220  
Office hours: 8:00 - 4:30 (M-F)

a voting booth and cast his or her ballot except that an elector who is a parent or guardian may be accompanied by the elector's minor child or minor ward. An election official may inform the elector of the proper manner for casting a vote, but the official may not in any manner advise or indicate a particular voting choice.

On referendum questions where **paper ballots** are used, the elector shall make a mark (X) in the square next to "yes" if in favor of the question, or the elector shall make a mark (X) in the square next to "no" if opposed to the question.

When using a *tactile ballot marking device (Vote-PAD)* to mark a **paper** ballot, the elector shall obtain from the inspectors, the assistive device and any audio or dexterity aids if required. On referendum questions, the elector shall fill in the oval or connect the arrow next to "yes" if in favor of the question, or the elector shall fill in the oval or connect the arrow next to "no" if opposed to the question.

On referendum questions where **optical scan** voting systems are used, the elector shall fill in the oval or connect the arrow next to "yes" if in favor of the question, or shall fill in the oval or connect the arrow next to "no" if opposed to the question.

When using an *electronic ballot marking device ("Automark", "ExpressVote", Clear Access or ImageCast Evolution-ICE")* to mark an **optical scan** ballot, the elector shall touch the screen at "yes" if in favor of the question, or the elector shall touch the screen at "no" if opposed to the question.

On referendum questions where **touch screen** voting systems are used, the elector shall touch the screen or use the keypad to select "yes" if in favor of the question, or the elector shall touch the screen or use the keypad to select "no" if opposed to the question.

The vote shall not be cast in any other manner. Not more than five minutes' time shall be allowed inside a voting booth. Sample ballots or other materials to assist the elector in marking his or her ballot may be taken into the booth and copied. The sample ballot shall not be shown to anyone so as to reveal how the ballot is marked.

If the elector spoils a **paper or optical scan** ballot, he or she shall return it to an election official who shall issue another ballot in its place, but not more than three ballots shall be issued to any one elector. If the ballot has not been initialed by two inspectors or is defective in any other way, the elector shall return it to the election official, who shall issue a proper ballot in its place.<sup>4</sup>

The elector may spoil a **touch screen** ballot at the voting station before the ballot is cast.

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<sup>4</sup> Remove this sentence if only touch screen voting system(s) are used.

After an official **paper** ballot is marked, it shall be folded so the inside marks do not show, but so the printed endorsements and inspectors' initials on the outside do show. The elector shall deposit the voted ballot in the ballot box or deliver the ballot to an election inspector for deposit, and deposit any unvoted ballots in the discard box. The elector shall leave the polling place promptly.

After an official **optical scan** ballot is marked, it shall be inserted in the security sleeve so the marks do not show. The elector shall insert the ballot in the voting device and discard the sleeve, or deliver the ballot to an inspector for deposit. Where a central count system is used, the elector shall insert the ballot in the ballot box and discard the sleeve or deliver it to an inspector for deposit. The elector shall leave the polling place promptly.

After an official **touch screen** ballot is cast, the elector shall leave the polling place promptly.

An elector may select an individual to assist in casting his or her vote if the elector declares to the presiding official that he or she is unable to read, has difficulty reading, writing or understanding English or that due to disability is unable to cast his or her ballot. The selected individual rendering assistance may not be the elector's employer or an agent of that employer or an officer or agent of a labor organization which represents the elector.

The following is a sample of the official ballot:

OFFICIAL REFERENDUM BALLOT

November 3, 2020

**Notice to Voters:** If you are voting on Election Day, your ballot must be initialed by two election inspectors. If you are voting absentee, your ballot must be initialed by the municipal clerk or deputy clerk. Your ballot may not be counted without initials.

**Instructions to Voters**

If you make a mistake on your ballot or have a question, ask an election inspector for help.  
(Absentee Voters: Contact your municipal clerk.)

To vote in favor of a question, make an "X" or other mark in the square next to "Yes," like this:   
To vote against a question, make an "X" or other mark in the square next to "No," like this:

Referendum	
<p>Shall the Arrowhead Union High School District, Waukesha County, Wisconsin be authorized to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements?</p>	
<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

Persons with questions regarding the referendum election should contact Laura Myrah, District Administrator.

Done in the Arrowhead Union High School District  
on October 28, 2020  
Susan M. Schultz  
District Clerk



EXHIBIT C

OFFICIAL REFERENDUM BALLOT

November 3, 2020

**Notice to Voters:** If you are voting on Election Day, your ballot must be initialed by two election inspectors. If you are voting absentee, your ballot must be initialed by the municipal clerk or deputy clerk. Your ballot may not be counted without initials. (See back of ballot for initials).

**Instructions to Voters**

If you make a mistake on your ballot or have a question, ask an election inspector for help. (Absentee Voters: Contact your municipal clerk.)

To vote in favor of a question, make an "X" or other mark in the square next to "Yes," like this:

To vote against a question, make an "X" or other mark in the square next to "No," like this:

Referendum	
<p>Shall the Arrowhead Union High School District, Waukesha County, Wisconsin be authorized to exceed the revenue limit specified in Section 121.91, Wisconsin Statutes, by \$1,700,000 per year, for five years beginning in 2020-2021 and ending in 2024-2025, for non-recurring purposes of funding technology, facility and site infrastructure improvements?</p>	
<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

(Reverse Side of Ballot)

OFFICIAL REFERENDUM BALLOT

November 3, 2020

for

Arrowhead Union High School District, Wisconsin

Municipality and ward number(s): \_\_\_\_\_

Ballot issued by \_\_\_\_\_

\_\_\_\_\_  
Initials of Inspectors of Election

Absentee Ballot issued by \_\_\_\_\_

\_\_\_\_\_  
Initials of Municipal Clerk or  
Deputy Clerk  
(If issued by SVDs, both SVDs must initial.)

Certification of Voter Assistance

I certify that I marked or read aloud this ballot at the request and direction of a voter who is authorized under Wis. Stat. §6.82 to receive assistance.

\_\_\_\_\_  
Signature of assistor



**A PERFECT ENVIRONMENT**

**Residential      Recreational      Responsible**

**Chair**      027  
 Ron Troy  
**Supervisors**  
 Pete Van Horn  
 Edward Kranick  
 Christie Dionisopoulos  
 Billy Cooley  
**Clerk/Treasurer**  
 Dan Green

**To:**            Town Board Members  
**From:**        Dan Green, Administrator  
**Date:**         July 28, 2020  
**Subject:**      2021 Budget Referendum

**Item:** Discussion on possible 2021 Budget Referendum for roadway improvements, police services and general operating expenses.

**Description:**

The Town is working on a referendum question that will need to be submitted to Waukesha County for the November Election. It was explained by our attorney that the Town can only have one referendum question. As previously discussed, the Town is looking for additional funds to continue our 10-year roadway improvement plan. In order to keep up on this plan and keep up to speed on our road repairs, Engineer Barbeau, Highway Superintendent Roberts and the Administrator came up with a dollar amount that would help fund and continue to fund the roadway improvement plan. Chairman Troy and the Administrator met with Waukesha County to determine the cost to increase the Town's police services to 40 hours/5 days per week. The Town is also proposing the cost difference be included in the Referendum.

The Town's budget for next year will most likely be operating at a deficit. The tax levy for the Town's general operating budget has been extremely low for many years with very little tax increases. At this point the Town's levy rate is dangerously low and budgets are becoming impossible not to run a deficit. If the Town continues operating at such a levy rate, major cuts will need to be made to services. The Town proposes an additional increase to maintain the Town's services and to get closer to a budget that does not operate at a deficit. The dollar figures are outlined below.

Road Improvements	\$250,000
Police Services	\$115,000
Fire Department	\$ 85,000
<b>Total</b>	<b>\$450,000</b>

**Fiscal Impact per household**

Below gives an overview of what the dollar amount per year and per month are for with the referendum figures.

**Increased Cost per Household PER YEAR**

Value of Home	\$250,000	\$500,000	\$750,000	\$1,000,000	\$2,000,000
<b>\$450,000</b> Road, Police and general operations Levy <b>Increase</b> (per year)	\$57.50	\$115.00	\$172.50	\$230.00	\$460.00

### Increased Cost per Household PER MONTH

Value of Home	\$250,000	\$500,000	\$750,000	\$1,000,000	\$2,000,000
<b>\$450,000</b> Road, Police and general operations Levy <b>Increase</b> (per year)	\$4.79	\$9.58	\$14.38	\$19.17	\$38.33

The Town's mill rate, even after the referendum gets passed, will still be extremely low compared to other communities. The chart below reflects what the current mill rate of the Town is and what it is projected to be if the referendum passes. The referendum numbers are marked in red and indicate that even if the \$450,000 referendum passes, the Town will still be the lowest tax rate in Waukesha County. These numbers consider estimated net new construction.

Municipality	Tax Rate (per thousand)
Town of Delafield (2021 Budget)	1.24
Town of Delafield (Current)	1.28
<b>Town of Delafield w/ \$450,000 Road &amp; Police levy increase</b>	<b>1.51</b>
Town of Ottawa	1.52
Town of Genesee	1.89
Town of Merton	1.90
Town of Oconomowoc	1.92
Town of Eagle	1.95
Town of Vernon	2.14
Town of Waukesha	2.56
City of Pewaukee	3.35
Town of Mukwonago	3.38
Town of Brookfield	3.74
Town of Lisbon	3.83
City of Delafield	4.49
Village of Hartland	4.55

Attached is a resolution which the Town Board may adopt which will allow the Town to move forward with the referendum in the November Election. The resolution will contain one question that must be finalized and sent to Waukesha County at least 70 days before the General Election. Attached please find correspondence from the Town Attorney regarding the process of moving forward with a referendum.

# Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ, RETIRED  
 DONALD S. MOLTER, JR., RETIRED  
 JOHN P. MACY  
 H. STANLEY RIFFLE  
 COURT COMMISSIONER  
 ERIC J. LARSON  
 REMZY D. BITAR

730 N. GRAND AVENUE  
 WAUKESHA, WISCONSIN 53186  
 Telephone (262) 548-1340  
 Direct (262) 806-0215  
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PAUL E. ALEXY  
 R. VALJON ANDERSON  
 MATTEO REGINATO  
 LUKE A. MARTELL  
 SAMANTHA R. SCHMID  
 STEPHEN J. CENTINARIO, JR.  
 TIMOTHY A. SUHA  
 AMY E. FRY-GALOW

## Wisconsin Towns Association - Waukesha County Unit January 23, 2019 State Levy Limit Increase Procedures Eric J. Larson

Enclosed please find the following materials:

- Checklist of Required Steps for Town Levy Limit Increase by Referendum
- Wisconsin Statutes Section 66.0602(4).
- Wisconsin Statutes Section 66.0602 (5) and Checklist of Required Steps for Town Levy Limit Increase for Town's Under 3,000 Population.

In addition to the statutory and procedural issues, important policy considerations apply and I note the following;

1. **Must Commit:** The process does not start unless a majority of the governing body votes to exceed the levy by adopting a resolution to do so.
2. **Describe the Purpose:** State statute requires that you identify a purpose for which the increase will be used.
3. **Duration:** If the increase is by a referendum (not by Town meeting approval for Towns under 3,000 population), the increase can be ongoing rather than just for the upcoming fiscal year, so which of these is intended should be specified.
4. **Just the Facts:** If the resolution is adopted and it goes to referendum, Town funds should not be spent to advocate, and Town equipment should not be used to advocate. Any Town statements about the referendum should be factual, and fully accurate.

Thank you for this opportunity to present these issues at your unit meeting.

Checklist of Required Steps for Town Levy Limit Increase by Referendum

- Resolution. Town Board must adopt a Resolution to exceed the levy limit.
  - The Resolution must specify the proposed amount of increase in the levy above the amount allowed by the statute; and
  - The Resolution must specify the purpose for which the increase will be used; and
  - The Resolution must specify whether the proposed amount of increase is for the next fiscal year only or if it will apply on an ongoing basis.
  - If adopted, the levy increase only takes effect if approved by Referendum.
- Referendum.
  - *When.*
    - *Even year.* If the Resolution is adopted in an even numbered year, the Referendum shall be held at the next succeeding spring primary or election or partisan primary or general election.
    - *Odd year.* If the Resolution is adopted in an odd-numbered year, the Referendum may be held at a special election.
    - *More than 70 days.* The referendum question must be filed with the official or agency responsible for preparing the ballots at least 70 days before the election, per Wis. Stats. Section 8.37. So, the Resolution must be adopted in time to comply with that 70-day requirement.
  - *How.* Ordinary statutory election notices and procedures are required.
  - *Required Question:* "Under state law, the increase in the levy of the .... (name of political subdivision) for the tax to be imposed for the next fiscal year, .... (year), is limited to ....%, which results in a levy of \$.... Shall the .... (name of political subdivision) be allowed to exceed this limit and increase the levy for the next fiscal year, .... (year), for .... (purpose for which the increase will be used), by a total of ....%, which results in a levy of \$....? ".
    - *Note that the required question does not say what will happen in subsequent years.*
    - *I recommend that you clarify that in the question, however. If it is ongoing, it should say that. If it is only for the next fiscal year, it should say that. If it is for a period of years (which arguably is a third option) it should say that.*
    - *Careful drafting of the question is essential.*
- *Clerk Certification of Result.* Within 14 days the Clerk must certify the result to the DOR. The increase takes effect if the Referendum passes; otherwise it does not.

Wisconsin Statutes Section 66.0602. Levy Limits. Statutory Referendum Language:

(4) Referendum exception.

- (a) A political subdivision may exceed the levy increase limit under sub. (2) if its governing body adopts a resolution to that effect and if the resolution is approved in a referendum. The resolution shall specify the proposed amount of increase in the levy beyond the amount that is allowed under sub. (2), the purpose for which the increase will be used, and whether the proposed amount of increase is for the next fiscal year only or if it will apply on an ongoing basis. With regard to a referendum relating to the 2005 levy, or any levy in an odd-numbered year thereafter, the political subdivision may call a special referendum for the purpose of submitting the resolution to the electors of the political subdivision for approval or rejection. With regard to a referendum relating to the 2006 levy, or any levy in an even-numbered year thereafter, the referendum shall be held at the next succeeding spring primary or election or partisan primary or general election.
- (b) The clerk of the political subdivision shall publish type A, B, C, D, and E notices of the referendum under s. 10.01 (2). Section 5.01 (1) applies in the event of failure to comply with the notice requirements of this paragraph.
- (c) The referendum shall be held in accordance with chs. 5 to 12. The political subdivision shall provide the election officials with all necessary election supplies. The form of the ballot shall correspond substantially with the standard form for referendum ballots under ss. 5.64 (2) and 7.08 (1) (a). The question shall be submitted as follows: "Under state law, the increase in the levy of the .... (name of political subdivision) for the tax to be imposed for the next fiscal year, .... (year), is limited to ....%, which results in a levy of \$.... Shall the .... (name of political subdivision) be allowed to exceed this limit and increase the levy for the next fiscal year, .... (year), for .... (purpose for which the increase will be used), by a total of ....%, which results in a levy of \$....?". In preparing the ballot question for a referendum held at a partisan primary in 2014, as it relates to the allowable amount of levy rate increase and the total amount of a levy, a county with a population of at least 30,000, but no more than 40,000, that is adjacent to a county with a population exceeding 450,000, shall use the most recent data that it has and the most recent data that is available from the department of revenue.
- (d) Within 14 days after the referendum, the clerk of the political subdivision shall certify the results of the referendum to the department of revenue. The levy increase limit otherwise applicable to the political subdivision under this section is increased in the next fiscal year by the percentage approved by a majority of those voting on the question. If the resolution specifies that the increase is for one year only, the amount of the increase shall be subtracted from the base used to calculate the limit for the 2nd succeeding fiscal year.

Wisconsin Statutes Section 66.0602. Levy Limits. Statutory Alternative for Town's Under 3,000 Population:

(5) Exception, certain towns.

A town with a population of less than 3,000 may exceed the levy increase limit otherwise applicable under this section to the town if the town board adopts a resolution supporting an increase and places the question on the agenda of an annual town meeting or a special town meeting and if the annual or special town meeting adopts a resolution endorsing the town board's resolution. The limit otherwise applicable to the town under this section is increased in the next fiscal year by the percentage approved by a majority of those voting on the question. Within 14 days after the adoption of the resolution, the town clerk shall certify the results of the vote to the department of revenue.

Checklist of Required Steps for Town Levy Limit Increase in Towns Under 3,000 by Town Meeting Approval

- Resolution. Town Board must adopt a Resolution to exceed the levy limit.
  - The Resolution only applies to the next fiscal year.
  - If adopted, the levy increase only takes effect if approved by the electors at an annual town meeting or special town meeting.
- Town Meeting Approval.
  - *When.* Can be at the annual town meeting or a special town meeting..
  - *How.* Ordinary town meeting procedures apply, though if it is to be at the annual town meeting the statute says you must “place the question on the agenda”.
  - *Required Procedure:* A resolution of the town meeting is required, to “endorse the town board’s resolution.”
- *Clerk Certification of Result.* Within 14 days the Clerk must certify the result to the DOR. The increase takes effect if the town meeting endorses the Town Board resolution; otherwise it does not.



## RESOLUTION NO. 20-639

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**A RESOLUTION FOR EXCEEDING THE STATE IMPOSED LEVY FOR THE  
TOWN OF DELAFIELD**

---

**WHEREAS**, since 2005 the State of Wisconsin has imposed limits on town, village, city and county property tax levies under Wis. Stat. sec. 66.0602; and

**WHEREAS**, Wis. Stat. sec. 66.0602 limits the increase in 2021 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to net new construction less improvements removed; which for the Town of Delafield is expected to be 1.64 percent; and

**WHEREAS**, the Board of Supervisors of the Town of Delafield, Waukesha County believes it is in the Town's best interest to exceed the state levy limit as described above by a greater percentage than the expected limit of \$1,781,015.

**WHEREAS**, the Town of Delafield actual General Fund tax levy in 2019 (collected in 2020) was \$1,752,268; and state law is expected to limit the increase to \$28,747 for an anticipated total allowable 2020 (collected in 2021) Town tax General Fund levy of \$1,781,015.

**WHEREAS**, the Town of Delafield Town Board is significantly concerned about the service that the Town can offer its residents for roadway improvements, additional police protection and other general operational services, if the tax levy is not increased; and

**WHEREAS**, by increasing the Town tax General Fund levy by \$450,000, the Town of Delafield can add additional police protection services, maintaining high quality Town roads and general operational services of the Town; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the Town of Delafield, Waukesha County as follows:

The Town board hereby supports an increase in the Town General Fund tax levy for the 2021 fiscal year (levied in 2020) to exceed the state levy limit. The Town board intends that the General Fund levy increase be applied on an ongoing basis by including it in the base used to calculate the limit for the 2022 fiscal year as well, and ongoing thereafter. The purpose for the increased levy is roadway improvements, additional police protection services, and general operational services of the Town.

The Town board directs that a referendum be held on November 3, 2020 on the question: "Under state law, the increase in the levy of the Town of Delafield for the tax to be imposed for the next fiscal year, 2021, is limited to 1.64% (based on actual data or the political subdivision's best estimate), which results in a levy of \$1,781,015. Shall the Town of Delafield be allowed to exceed this limit and increase the levy for the next fiscal year, 2021, for roadway improvements, additional police protection services and general operational services, by a total of 25.27% (based on actual data or the political subdivision's best estimate), which results in a levy of \$2,231,015, to continue on an ongoing basis?"

**PASSED AND ADOPTED** by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this 28 day of July, 2020.

TOWN OF DELAFIELD

\_\_\_\_\_  
Ron Troy, Town Chairman

ATTEST:

\_\_\_\_\_  
Dan Green, Administrator-Clerk/Treasurer



**DRAFT 7/24/2020**

For discussion/approval at  
7/28/20 Town Board meeting

Delafield Skatepark Fund - grant request to Town of Delafield (Parks and Recreation)

## Grant Instructions

### Background

In the spring of 2020, the Town of Delafield ("Town") closed its skatepark due to the COVID-19 pandemic and to begin minor skatepark repairs. The repair needs were subsequently determined to be more extensive than planned, prompting the Town board to discuss the future of the skatepark.

The Town obtained an initial quote of approximately \$75,000 for a contractor to do extensive skatepark repairs. At its June 23, 2020 meeting, the Town board voted to proceed with complete repairs of the skatepark, contingent upon the community providing \$20,000 of funding within 30 days. During the board discussion of the skatepark repair costs, supervisors referred to a Town budgeted amount of approximately \$58,000, leaving a shortfall of approximately \$17,000 to meet the initial quote, which was rounded up to \$20,000 to cover contingency costs. Additional Town guidance specified that community donations must be made via an LLC or 501(c)3 organization.

On June 26, 2020, four community members established the Delafield Skatepark Fund ("Fund") through the Waukesha County Community Foundation (WCCF), a 501(c)3, for the purpose of supporting repairs, maintenance, and improvements to the Town of Delafield Skatepark.

As reported by the Fund representatives at the July 14, 2020 Town board meeting, the group has raised the \$20,000 requested for the skatepark repairs. Listed below are the stipulations the Fund representatives would like the Town to agree to in accepting these funds for the skatepark repairs.

### Grant Stipulations

1. The Fund provides \$20,000 to support Town skatepark repairs to be performed in calendar year 2020. The Fund will request the grant from WCCF for approval at the WCCF August 4, 2020 board meeting, and will provide the Town with a check prior to or at the August 13, 2020 Town board meeting.
2. The Town provides the remainder of the funding for the skatepark repairs to be performed in calendar year 2020.
3. The Town selects a contractor (Spohn Ranch or American Ramp Company) at the July 28, 2020 Town Board Meeting, requires the contractor to begin and complete work as expediently as possible, and reopens the skatepark upon completion of skatepark repair work.
4. The Town keeps the skatepark operational until such time that the Town determines, at its sole discretion, the skatepark is in need of additional repairs or is unsafe for use.

*Note: The \$20,000 amount listed in stipulation #1 is based on previous Town Board discussions/motions. Should the Town reduce the required amount based on a lower quote, stipulation #1 would be revised accordingly prior to submitting the grant request to WCCF.*



601 McKinley  
 Joplin, MO 64801  
 (ph) 800-949-2024 (fx) 417-621-0499

## QUOTE/ORDER FORM

QUOTE DATE: 7/22/2020 ORDER DATE:  
 Quote Order #  
 Billing ID#:  
 Tax Exempt #:

**Project Name:** Delafield Skatepark Repair  
**Attn:** Dan Green  
**Location:** Delafield WI  
**Est. Delivery Time:** 30 Days  
**Phone/Email:**

Contact	Terms
Wade Hilton	Net 30

### Scope of Work Includes:

- Resurfacing of entire park.
- Replace all damaged or dilapidated framing members.
- Secure any loose edging and coping.
- Use City supplied plywood decking (36 sheets) for mini ramp.
- All Tools, Labor and Materials to refurbish entire park.
- 5 Year Warranty on Skatelite, 1 Year Warranty on Workmanship

Qty	Item	Color	Total
112	4x8 Skatelite or Ramp Armor	Black or Tan	
8	¾ Plywood		
30	3/8 Plywood		
152	2 x 6 treated lumber		
107	2 x4 treated lumber		
	<b>Shipping and Handling</b>		Included
		Tax	Except
	<b>Total</b>		<b>\$67,596.00</b>

### --ORDER SECTION--

**Contact:**  
**Billing Address:**  
**City, State, Zip:**  
**Phone #:**

**CUSTOMERS SIGNATURE** \_\_\_\_\_

\*\*\*ARC OFFICE USE\*\*\*

<b>TOTAL CHARGES:</b>	
<b>CARD USED:</b>	
<b>DATE WAS BILLED:</b>	
<b>AUTHORIZATION CODE:</b>	
<b>BATCH #:</b>	



## PRICE PROPOSAL

DELAFIELD SKATEPARK REPAIRS  
CITY OF DELAFIELD, WISCONSIN  
JULY 21, 2020

### SPOHN RANCH SCOPE OF WORK:

- Tool, equipment and crew mobilization
- Shipping and handling for materials
- Detailed inspection of existing equipment
- Supply and install 35 sheets Skatelite Pro (4' x 8' x ¼" Black)
- Supply and install 27 sheets Skatelite Pro (4' x 10' x ¼" Black)
- Supply and install 26 sheets of 3/8" marine grade plywood underlayment
- Supply and install 13 sheets of ¾" marine grade plywood underlayment
- Install 36 sheets of City-supplied marine grade plywood underlayment for mini half-pipe element
- Repair 2 hubba ledge elements
- Replace hardware as necessary
- Secure loose steel edge protection, coping, grind rails, guard rails and approach plates
- Pro bono – bi-annual inspections for 5 years
- Pro bono – conceptual design services for future concrete renovation
- Pro bono – fundraising assistance for future concrete renovation

SUB-TOTAL: \$73,254.47

EXISTING TRUERIDE CLIENT DISCOUNT: (\$10,000.00)

**GRAND TOTAL: \$63,254.47**

- MATERIALS - \$28,780.78 (45.5%)
- LABOR - \$34,473.69 (54.5%)

### EXCLUSIONS:

- Prevailing wage
- Bonding
- Permitting
- 3<sup>rd</sup> party testing/inspections
- Taxes other than payroll taxes
- Union labor requirements
- Disposal of existing Skatelite, underlayment, lumber, etc. removed for replacement
- Any work not expressly described in Spohn's scope of work



## TERMS & CONDITIONS:

The following terms are expressly part of this proposal and any subsequent agreement between Client and Spohn similarly shall incorporate these terms. In the event that no further contract is entered into, the terms set forth in the proposal shall constitute the entire agreement between the parties.

- Additional work apparent after Skatelite and underlayment sheets are removed will be done on a Time & Materials (T&M) basis
- Warranty:
  - 5-year limited warranty for new Skatelite
  - 1-year limited warranty for materials and workmanship
- Acceptance of the work shall be commercially reasonable and expeditious
- Failure to object to work within a reasonable time shall constitute deemed acceptance
- Spohn shall have approval rights as to any initial project schedule, and all subsequent schedule changes
- Spohn shall accept no risk of loss outside of its direct control
- All discretion attributed to Client in any contract shall be subject to commercial reasonableness standard
- Spohn shall not indemnify Client for losses not proximately and solely caused by Spohn
- Spohn must approve any material increases in scope in writing including agreeing to an equitable adjustment of contract price and time changes in scope in writing
- All modifications, waivers, alterations to be charged against Spohn must be written and signed by Spohn's authorized representative
- Any increase in the price of raw materials anticipated to be used in Spohn's scope greater than ten percent (10%) occurring after execution of this proposal shall constitute a material changed condition necessitating an equitable adjustment to the contract price
- The price contained in this proposal is valid for thirty days and may be accepted by issuance of a notice to proceed or any similar instruction whereby Client indicates desire to commence project. The price is further conditioned upon Client's delivery of all items outside Spohn's scope of work upon which Spohn's work may be predicated.
- Payment terms – 20% upon contract, 30% upon mobilization, 45% upon 100% completion of scope of work, 5% within 30 days of completion of scope of work
- Any payments not made according to terms will be considered delinquent and interest will accrue at the rate of 1.5% per month
- Spohn shall have the right to cure any alleged default within a reasonable time
- Client acknowledges that Spohn is not party to any organized labor agreements. Client agrees that Spohn will not be responsible or liable for any issues, injuries or damages, relating to labor peace, strikes, picketing or otherwise, regardless as to cause. Client agrees that delays related to labor issues shall constitute a contractual delay and entitle Spohn to additional time to perform for the length of the delay, and compensation for any additional costs incurred. These terms are material conditions to Spohn's willingness to provide a proposal to Client.
- In the event that other entities affect the site conditions adversely or impede the progress of the work, the Client shall be responsible for any additional costs
- Client to provide temporary access to restroom, water source and power source within 150' of skatepark footprint
- Any liability of Spohn which relates to the sale, manufacture, delivery, resale, installation or use of any goods sold by or furnished by Spohn, whether arising out of contract, negligence, strict tort, under any warranty or otherwise, shall be limited to Spohn's choice of the following: the repair of the goods; the replacement of the goods; the cancellation of the contract, return of the goods in question to Spohn, and Spohn's refund of the purchase price
- In no event shall Spohn's liability exceed the price of the specific goods upon which the liability is based
- In addition, Spohn shall not, under any circumstances, be responsible for special, consequential, or incidental damages such as, but not limited to, damage to or loss of other property; loss of profit, revenue or reputation; loss of capital; loss of purchased or replaced goods; or claims for delays, back charges, or loss of use
- Spohn reserves the right to makes any corrections as necessary to typographic errors
- In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the payment terms related to these Terms and Conditions, any related agreement, or Spohn's provision of goods, services, products, or to recover any of Spohn's property ("Dispute"), the prevailing party shall be entitled to recover its reasonable attorney's fees, expert-witness fees, other litigation costs and fees (e.g., deposition costs, trial preparation costs, etc.), and other costs and expenses of suit, judgment or award Any Dispute including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by the American Arbitration Association (AAA) pursuant to its Commercial Rules or by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate costs, reasonable attorney's fees, expert-witness fees, other litigation fees and expenses including the costs of arbitration to the prevailing party in accordance with the Attorney's Fees provision. Judgment on any arbitration award may be entered by any court of competent jurisdiction.
- These Terms and Conditions are necessarily incorporated by reference into any other related agreement; Client agrees that California law shall govern the relationship between the Client and Spohn to the fullest extent of applicable law including enforcement of any part of these Terms and Conditions or any other related agreement between or among Client and Spohn.
- Each Term and/or Condition herein is severable in the event one or more provisions are unenforceable for any reason



# PRICE PROPOSAL

DELAFIELD SKATEPARK REPAIRS  
CITY OF DELAFIELD, WISCONSIN

PROPOSAL VALID FOR 30 DAYS FROM JULY 21, 2020

I AUTHORIZE THE PURCHASE OF THE PRODUCTS AND SERVICES FROM SPOHN RANCH INCLUDED IN THIS PROPOSAL ACCORDING TO THE SPECIFIED TERMS AND CONDITIONS.

SOLD TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SHIP TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SPOHN RANCH REPRESENTATIVE:

\_\_\_\_\_

\_\_\_\_\_

PURCHASE AUTHORIZED BY:

\_\_\_\_\_

DATE: \_\_\_\_\_



## PRICE PROPOSAL

DELAFIELD SKATEPARK REPAIRS  
CITY OF DELAFIELD, WISCONSIN  
JULY 21, 2020

### SPOHN RANCH SCOPE OF WORK:

- Tool, equipment and crew mobilization
- Shipping and handling for materials
- Detailed inspection of existing equipment
- Complete replacement of existing Skatelite with Skatelite Pro
- Supply and install 30 sheets of 3/8" marine grade plywood underlayment
- Supply and install 18 sheets of 3/4" marine grade plywood underlayment
- Install 36 sheets of City-supplied marine grade plywood underlayment for mini half-pipe element
- Repair 2 hubba ledge elements
- Replace hardware as necessary
- Secure loose steel edge protection, coping, grind rails, guard rails and approach plates
- Pro bono – bi-annual inspections for 5 years
- Pro bono – conceptual design services for future concrete renovation
- Pro bono – fundraising assistance for future concrete renovation

SUB-TOTAL: \$92,928.39

EXISTING TRUERIDE CLIENT DISCOUNT: (\$10,000.00)

**GRAND TOTAL: \$82,928.39**

- MATERIALS - \$37,732.41 (45.5%)
- LABOR - \$45,195.98 (54.5%)

### EXCLUSIONS:

- Prevailing wage
- Bonding
- Permitting
- 3<sup>rd</sup> party testing/inspections
- Taxes other than payroll taxes
- Union labor requirements
- Disposal of existing Skatelite, underlayment, lumber, etc. removed for replacement
- Any work not expressly described in Spohn's scope of work





## TERMS & CONDITIONS:

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# PRICE PROPOSAL

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CITY OF DELAFIELD, WISCONSIN

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E-MAIL: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SPOHN RANCH REPRESENTATIVE:

\_\_\_\_\_

\_\_\_\_\_

PURCHASE AUTHORIZED BY:

\_\_\_\_\_

DATE: \_\_\_\_\_