

**VILLAGE BOARD AGENDA  
VILLAGE OF DEERFIELD**

**FOR A MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF DEERFIELD TO BE HELD AT THE  
DEERFIELD VILLAGE HALL, 4 N. MAIN STREET, DEERFIELD, WISCONSIN ON  
MONDAY, JANUARY 14, 2019 AT 7:00 P.M.**

- I. CALL TO ORDER – NOTING OF ROLL BY CLERK/SIGN IN SHEET**
- II. CONSENT AGENDA**
  - A. APPROVAL OF MINUTES FROM DECEMBER 10, 2018**
  - B. APPROVAL OF VOUCHERS**
  - C. TREASURER’S REPORT FOR NOVEMBER 2018**
  - D. COMMITTEE REPORTS**
    - 1. FIRE COMMISSION**
    - 2. EMS**
    - 3. PLANNING COMMISSION**
    - 4. LIBRARY**
    - 5. PUBLIC WORKS**
    - 6. FINANCE**
- III. PUBLIC APPEARANCES**
  - A. PUBLIC COMMENTS**
- IV. UNFINISHED BUSINESS, REVIEW & ACTION THERE ON**
- V. NEW BUSINESS**
  - A. RESOLUTIONS**
  - B. LICENSES & PERMITS**
    - 1. CONSIDER A REQUEST FOR AN OPERATOR’S LICENSE FOR THE PERIOD OF JANUARY 15, 2019 TO JUNE 30, 2019 FOR MCKENZIE J JOLICOEUR AND JEROME E PETE**
  - C. REVIEW & ACTION:**
    - 1. DISCUSS/CONSIDER APPROVAL OF COST SHARE AGREEMENT BETWEEN THE VILLAGE OF DEERFIELD AND TRUCKSTAR COLLISION CENTER, INC.**
    - 2. DISCUSS/CONSIDER APPROVAL OF CONTRACT FOR EMERGENCY MEDICAL SERVICES BETWEEN DGEMS DISTRICT AND THE TOWN OF PLEASANT SPRINGS**
    - 3. DISCUSS/CONSIDER DEVELOPERS AGREEMENT BETWEEN THE VILLAGE OF DEERFIELD AND GREG & BETH WELSH/QUILTED OAK & ICE CREAM – 23 N MAIN ST.**
    - 4. DISCUSS/CONSIDER SALE OF LIBERTY COMMONS SUITES 101, 102, 116-119 AND 122-124, 10 LIBERTY STREET PURSUANT TO DEVELOPMENT AGREEMENT WITH LIBERTY COMMONS, LLC**
    - 5. DISCUSS/CONSIDER A MOVE TO CLOSED SESSION PURSUANT TO WIS. STAT. §19.85(1)(E) FOR THE PURPOSE OF DELIBERATING OR NEGOTIATING THE INVESTING OF PUBLIC FUNDS AND CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION, SPECIFICALLY FOR DELIBERATION OF THE PURCHASE OF PROPERTY TO BE USED AS THE VILLAGE HALL**
    - 6. CONSIDER A MOVE TO OPEN SESSION TO TAKE ACTION, IF ANY**
- VI. ORDINANCES**
- VII. COMMUNICATIONS**
- VIII. STAFF REPORTS**
  - A. ADMINISTRATOR’S REPORT**
- IX. ADJOURN**

Notice is hereby given that it is possible that a majority of the Village Board or other governmental body may be present at the above meeting of the VILLAGE BOARD to gather information about a subject over which they have ultimate decision making responsibility. If such a majority is present, it will constitute a meeting of the Village Board or other governmental body under Wisconsin's Open Meeting Laws and is hereby being noticed as such, although only the VILLAGE BOARD will take formal action at the above meeting.

If you require an interpreter, materials in alternate formats, or other accommodations to access this meeting, please contact the Village Clerk at 764-5404 at least 24 hours prior to the meeting.

Elizabeth McCredie, Clerk  
Village of Deerfield

Posted (3) 1/11/2019 (Mun. Bldg, Library, Bank)



**VILLAGE BOARD MINUTES  
VILLAGE OF DEERFIELD**

**FOR A MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF DEERFIELD HELD AT  
THE DEERFIELD VILLAGE HALL, 4 N. MAIN STREET, DEERFIELD, WISCONSIN ON  
MONDAY, DECEMBER 10, 2018 AT 7:00 P.M.**

**CALL TO ORDER – NOTING OF ROLL BY CLERK/SIGN IN SHEET**

The meeting was called to order at 7:00 p.m. by President Frutiger. Roll call: Evensen, Tebon, Wilkinson, Fry, Wieczorek and Frutiger present. Absent: McMullen. Also present: See sign-in sheet on file in the clerk's office.

**CONSENT AGENDA**

Motion by Tebon and seconded by Evensen to approve the December 10, 2018 agenda as written. All ayes, motion carried.

**A. APPROVAL OF MINUTES FROM NOVEMBER 26, 2018**

Motioned by Evensen and seconded by Tebon to approve the minutes from November 26, 2018 as amended in section V (C) (11) to add "with changes throughout the year" to the motion. All ayes, motion carried. Abstained by Frutiger.

**B. APPROVAL OF VOUCHERS**

The Finance Committee reviewed and recommended payment for the vouchers listed. Motioned by Evensen and seconded by Tebon to approve payment for checks #53735 to #53775 totaling \$622,275.30. All ayes, motion carried.

**C. COMMITTEE REPORTS**

**1. CABLE**

Fry reported they are still looking into purchasing Sling Studio, which would allow them to do editing, live streaming and capable of holding memory. The studios computer is very old and there are plans to replace it the near future. WDEE did receive notification that they are in compliance with ADA regulations. Many letters have been written to State Representatives urging them to keep the franchise fees and explaining the importance those fees are to the cable organization. Information has been given to the Village about creating an ordinance for installing Wireless cell stations. By creating the ordinance it would allow the Village/WDEE to secure revenue from the cell stations.

**2. PUBLIC WORKS**

Frutiger reported that all items are on tonight's agenda.

**3. FINANCE**

Frutiger reported that all items are on tonight's agenda.

**PUBLIC APPEARANCES**

**A. PUBLIC COMMENTS**

Leah Fritsche spoke on behalf of the Chamber and the Economic Development Committee to find out the timing of meetings between now and January. The inquiry is to see how current grant applications can be moved along in their process. Dave Dinkel expressed his desire to have a second board meeting in December for end of year business that needs to be acted on.

**UNFINISHED BUSINESS, REVIEW & ACTION THERE ON**

**1. DISCUSS/CONSIDER REQUEST FROM THE DEERFIELD COMMUNITY CENTER FOR ADDITIONAL FUNDING TO COVER RENOVATION COSTS**

Tebon reported that this was discussed at the last board meeting, but where the funds came from needed to be changed from TIF #2 funds to the Cell Tower agreement revenue.

Motion by Tebon and seconded by Wilkinson to approve giving the Deerfield Community Center a donation of \$30,000 for renovation costs plus an additional \$10,000 to go towards the canopy, with matching funds from private donors with these donations coming out of the Cell Tower agreement revenue. All ayes, motion carried.

**NEW BUSINESS**

**A. RESOLUTIONS**

**B. LICENSES & PERMITS**

**C. REVIEW & ACTION:**

**1. 2019 LIBRARY BUDGET – FUND 205 AND SURVEY UPDATE**

Leah Fritsche, Library Director, explained the 2019 Library budget. Motioned by Tebon and seconded by Fry to approve the 2019 Library budget. All ayes, motion carried. The survey will be mailed the beginning of January.

**2. DISCUSS/CONSIDER ENTERING INTO A CONTRACT WITH EHLERS FOR REVIEW OF TID #3 GRANT APPLICATION/TRUCKSTAR COLLISION**

Tebon reported that this contract would have Ehlers review the financial costs for the Nelson Rd project and the Truck Star application. The range of cost estimated is \$6,500 - \$9,500. Motioned by Tebon and seconded by Evensen to approve the contract with Ehlers for reviewing of TID #3 Grant application/Truck Star Collision, with "not to exceed \$9,500 without further authorizations" added to the contract and the costs split 50/50 with the Village and Truck Star. All ayes, motion carried.



**3. DISCUSS/CONSIDER 2019 PURCHASE OF ADVERTISEMENT IN MADISON REGIONAL ECONOMIC DEVELOPMENT PUBLICATION - DCOC**

Leah Fritsche explained that the MadRep had suggested putting an ad in the Madison Region Economic Development publication to help boost Deerfield's business growth. The Chamber would like to meet with the Village Board to discuss how to move forward with the ad, if the Board is interested. Motioned by Evensen and seconded by Tebon to approve the purchase of advertisement in the Madison Regional Economic Development publication for the amount of \$1,520 for a ¼ of a page ad. All ayes, motion carried.

**ORDINANCES**

**COMMUNICATIONS**

**STAFF REPORTS**

**A. ADMINISTRATOR'S REPORT**

McCredie gave a progress update of the Wastewater Treatment Plant for the solar project. McCredie also discussed the old tennis courts that were located on the school district property. These courts were built with a DNR grant. The Village needs to submit a letter to the DNR stating that the tennis courts have been removed due to deterioration.

**ADJOURN**

Motion by Wilkinson and seconded by Tebon to adjourn at 7:40 pm. All ayes, motion carried.

/S/ Kimberly Grob  
Deputy Clerk/Treasurer



**TREASURER'S REPORT FOR  
NOVEMBER 2018**

11/1/2018 CHECKING'S BEGINNING BALANCE	9,714.29
DEPOSITS FOR THE MONTH # 31284 - 31355	318,487.36
CHECKS FOR THE MONTH # 53645 - #53734	257,547.25
PAYROLL CHECKS FOR THE MONTH # 17660 - # 17698	41,880.31

**OTHER EXPENSES FOR THE MONTH**

DATE	STATE W/H	T.T.&L	ETF	HEALTH INSURANCE	INCOME INSURANCE	OTHER	TOTAL EXPENSES
11/5/2018 PSN monthly fee (10/1-10/31/18)						39.95	
11/6/2018 TT&L		3,894.82					
11/14/2018 Pitney Bowes Postage						300.00	
11/15/2018 State Withholding	816.32						
11/19/2018 TT&L		3,995.12					
11/26/2018 Health Insurance				9,477.02			
11/30/2018 State Withholding	1,674.04		4,860.72				
11/30/2018 ETF							
<b>TOTALS</b>	2,490.36	7,889.94	4,860.72	9,477.02	0.00	339.95	25,057.99
11/30/2018 BALANCE REMAINING IN CHECKING							Prior Month Balances
11/30/2018 BALANCE IN MONEY MARKET ACCOUNT							9,714.29
11/30/2018 BALANCE IN LOCAL GOVERNMENT INVESTMENT POOL							Difference
							-5,998.19
							1,959,316.26
							2,141,848.00
							-182,531.74
							2,839,667.70
							2,704,660.09
							135,007.61
							+ Interest \$177,000.00 & Loan \$8,972.50 + Interest
							+ Interest \$5,124.22 & Shared Rev \$150,183.95 - State Loan \$20,300.56
<b>TOTAL FUNDS</b>							4,802,700.06
							-53,522.32



Period: 11/30/2018 (11/18)

Report Criteria:

Transaction.Journal Code = "CR"

Date	Ref No	Payee or Description	GL Account No	Debit Amount	Credit Amount
11/01/2018	1	DEPOSIT	001-11000	4,188.66	
11/01/2018	2	DEPOSIT	001-11000	435.68	
11/02/2018	3	DEPOSIT	001-11000	2,282.53	
11/02/2018	4	DEPOSIT	001-11000	517.28	
11/05/2018	5	DEPOSIT	001-11000	2,299.68	
11/05/2018	6	DEPOSIT	001-11000	250.15	
11/05/2018	7	DEPOSIT	001-11000	164.06	
11/06/2018	8	DEPOSIT	001-11000	657.33	
11/08/2018	9	DEPOSIT	001-11000	4,206.37	
11/08/2018	10	DEPOSIT	001-11000	952.40	
11/09/2018	11	DEPOSIT	001-11000	4,803.35	
11/09/2018	12	DEPOSIT	001-11000	171.06	
11/13/2018	13	DEPOSIT	001-11000	6,419.95	
11/13/2018	14	DEPOSIT	001-11000	471.86	
11/13/2018	15	DEPOSIT	001-11000	98.68	
11/13/2018	16	DEPOSIT	001-11000	560.47	
11/14/2018	17	DEPOSIT	001-11000	159,114.81	
11/15/2018	18	DEPOSIT	001-11000	13,087.52	
11/15/2018	19	DEPOSIT	001-11000	356.64	
11/15/2018	20	DEPOSIT	001-11000	104.54	
11/16/2018	21	DEPOSIT	001-11000	3,567.19	
11/16/2018	22	DEPOSIT	001-11000	602.04	
11/19/2018	23	DEPOSIT	001-11000	16,373.93	
11/19/2018	24	DEPOSIT	001-11000	1,187.01	
11/19/2018	25	DEPOSIT	001-11000	332.68	
11/19/2018	26	DEPOSIT	001-11000	575.94	
11/20/2018	27	DEPOSIT	001-11000	3,808.59	
11/20/2018	28	DEPOSIT	001-11000	703.64	
11/26/2018	29	DEPOSIT	001-11000	24,462.90	
11/26/2018	30	DEPOSIT	001-11000	2,264.28	
11/26/2018	31	DEPOSIT	001-11000	14,326.90	
11/26/2018	32	DEPOSIT	001-11000	993.93	
11/26/2018	33	DEPOSIT	001-11000	665.91	
11/26/2018	34	DEPOSIT	001-11000	978.85	
11/26/2018	35	DEPOSIT	001-11000	1,453.11	
11/26/2018	36	DEPOSIT	001-11000	1,254.43	
11/27/2018	37	DEPOSIT	001-11000	19,321.64	
11/27/2018	38	DEPOSIT	001-11000	1,267.39	
11/27/2018	39	DEPOSIT	001-11000	484.00	
11/27/2018	40	DEPOSIT	001-11000	963.87	
11/28/2018	41	DEPOSIT	001-11000	1,237.93	
11/28/2018	42	DEPOSIT	001-11000	98.68	
11/29/2018	43	DEPOSIT	001-11000	20,111.68	
11/29/2018	44	DEPOSIT	001-11000	307.62	
11/05/2018	45	DEPOSIT	001-11000	.20	
11/01/2018	31284	DAVID GEST - AR INV #27240	100-13802		30.00 -
11/01/2018	31285	SUNDRY PERSONS - PSN - CK	601-11420		122.04 -
		SUNDRY PERSONS - PSN - CK	601-11421		4.09 -
		SUNDRY PERSONS - PSN - CK	602-11420		247.64 -
		SUNDRY PERSONS - PSN - CK	602-11421		8.34 -
		SUNDRY PERSONS - PSN - CK	100-13604		53.57 -

Period: 11/30/2018 (11/18)

Date	Ref No	Payee or Description	GL Account No	Debit Amount	Credit Amount
					435.68* -
11/01/2018	31286	SUNDRY PERSONS - UB	601-11420		1,255.15 -
		SUNDRY PERSONS - UB	601-11421		29.62 -
		SUNDRY PERSONS - UB	602-11420		2,480.16 -
		SUNDRY PERSONS - UB	602-11421		57.09 -
		SUNDRY PERSONS - UB	100-13604		336.64 -
					4,158.66* -
11/02/2018	31287	SUNDRY PERSONS - PSN - CK & CC	601-11420		153.59 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		2.87 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		300.57 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		5.43 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		54.82 -
					517.28* -
11/02/2018	31288	SUNDRY PERSONS - UB	601-11420		638.10 -
		SUNDRY PERSONS - UB	601-11421		19.51 -
		SUNDRY PERSONS - UB	602-11420		1,304.50 -
		SUNDRY PERSONS - UB	602-11421		39.92 -
		SUNDRY PERSONS - UB	100-13604		280.50 -
					2,282.53* -
11/14/2018	31289	JANNETTE BECKER - TAX ROLL	100-12111		100.32 -
11/05/2018	31290	SUNDRY PERSONS - PSN - CK & CC	601-11420		72.44 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		2.18 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		144.79 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		4.37 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		26.37 -
					250.15* -
11/05/2018	31291	SUNDRY PERSONS - PSN - CK & CC	601-11420		43.57 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		1.31 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		91.10 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		2.74 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		25.34 -
					164.06* -
11/05/2018	31292	SUNDRY PERSONS - UB	601-11420		650.25 -
		SUNDRY PERSONS - UB	601-11421		16.92 -
		SUNDRY PERSONS - UB	602-11420		1,150.95 -
		SUNDRY PERSONS - UB	602-11421		33.54 -
		SUNDRY PERSONS - UB	100-13604		229.52 -
		SUNDRY PERSONS - UB	100-47970		.20 -
					2,081.38* -
11/14/2018	31293	LUCAS & STACY CARRIOLA - TAX ROLL	100-12111		130.00 -
11/05/2018	31294	DANE COUNTY - 2018 DOG LIST PYMT	100-43320		187.50 -
11/05/2018	31295	ZIMBRICK CHEVY - REFUND ON TITLE FEE	411-50013-300		31.00 -
11/06/2018	31296	TONY CENITE - P.T. #03485	100-43611		40.00 -
11/06/2018	31297	QUILTED OAK & ICE CREAM- TID#3 FEE	511-42733		120.00 -
11/06/2018	31299	SUNDRY PERSONS - UB	601-11420		149.71 -
		SUNDRY PERSONS - UB	601-11421		3.42 -
		SUNDRY PERSONS - UB	602-11420		286.80 -
		SUNDRY PERSONS - UB	602-11421		6.47 -
		SUNDRY PERSONS - UB	100-13604		50.93 -
					497.33* -
11/08/2018	31300	SUNDRY PERSONS - BUILDING PERMITS	100-43510		2,276.51 -
11/08/2018	31301	SUNDRY PERSONS - PSN - CK & CC	601-11420		287.18 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		3.85 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		541.54 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		6.83 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		113.00 -

Period: 11/30/2018 (11/18)

Date	Ref No	Payee or Description	GL Account No	Debit Amount	Credit Amount
					952.40* -
11/08/2018	31302	SUNDRY PERSONS - UB	601-11420	554.85 -	
		SUNDRY PERSONS - UB	601-11421	5.26 -	
		SUNDRY PERSONS - UB	602-11420	1,103.52 -	
		SUNDRY PERSONS - UB	602-11421	10.67 -	
		SUNDRY PERSONS - UB	100-13604	255.56 -	
					1,929.86* -
11/09/2018	31303	SPEED SOLAR - CONST PERMIT & BOND	100-43600	75.00 -	
		SPEED SOLAR - CONST PERMIT & BOND	100-23170	2,000.00 -	
					2,075.00* -
11/09/2018	31304	SUNDRY PERSONS - PSN - CC	601-11420	51.66 -	
		SUNDRY PERSONS - PSN - CC	601-11421	1.57 -	
		SUNDRY PERSONS - PSN - CC	602-11420	101.10 -	
		SUNDRY PERSONS - PSN - CC	602-11421	3.05 -	
		SUNDRY PERSONS - PSN - CC	100-13604	13.68 -	
					171.06* -
11/09/2018	31305	SUNDRY PERSONS - UB	601-11420	792.98 -	
		SUNDRY PERSONS - UB	601-11421	6.47 -	
		SUNDRY PERSONS - UB	602-11420	1,641.08 -	
		SUNDRY PERSONS - UB	602-11421	12.84 -	
		SUNDRY PERSONS - UB	100-13604	274.98 -	
					2,728.35* -
11/13/2018	31306	TOM GULLICKSON - DOG JOG DONATION	100-21347	100.00 -	
11/13/2018	31307	SUNDRY PERSONS - PSN - CK & CC	601-11420	67.78 -	
		SUNDRY PERSONS - PSN - CK & CC	602-11420	135.75 -	
		SUNDRY PERSONS - PSN - CK & CC	100-13604	24.60 -	
					228.13* -
11/13/2018	31308	SUNDRY PERSONS - PSN - CK & CC	601-11420	146.51 -	
		SUNDRY PERSONS - PSN - CK & CC	602-11420	263.85 -	
		SUNDRY PERSONS - PSN - CK & CC	100-13604	61.50 -	
					471.86* -
11/13/2018	31309	SUNDRY PERSONS - PSN - CK	601-11420	28.48 -	
		SUNDRY PERSONS - PSN - CK	602-11420	57.90 -	
		SUNDRY PERSONS - PSN - CK	100-13604	12.30 -	
					98.68* -
11/13/2018	31310	RYAN KRATKY - P.T. #3493	100-43611	20.00 -	
11/13/2018	31311	SUNDRY PERSONS - PSN - CK - CC	601-11420	168.50 -	
		SUNDRY PERSONS - PSN - CK - CC	601-11421	1.19 -	
		SUNDRY PERSONS - PSN - CK - CC	602-11420	326.55 -	
		SUNDRY PERSONS - PSN - CK - CC	602-11421	2.36 -	
		SUNDRY PERSONS - PSN - CK - CC	100-13604	61.87 -	
					560.47* -
11/13/2018	31312	SUNDRY PERSONS - UB	601-11420	1,765.04 -	
		SUNDRY PERSONS - UB	601-11421	4.98 -	
		SUNDRY PERSONS - UB	602-11420	3,430.20 -	
		SUNDRY PERSONS - UB	602-11421	10.02 -	
		SUNDRY PERSONS - UB	100-13604	861.58 -	
					6,071.82* -
11/14/2018	31313	NICOLE VALLEY - TAX ROLL	100-12111	599.04 -	
11/14/2018	31314	MM 100-116-38	100-11506	158,000.00 -	
11/14/2018	31315	NICOLE VALLEY/OZUNA - UB	601-11420	86.33 -	
		NICOLE VALLEY/OZUNA - UB	601-11421	1.41 -	
		NICOLE VALLEY/OZUNA - UB	602-11420	169.98 -	
		NICOLE VALLEY/OZUNA - UB	602-11421	2.76 -	
		NICOLE VALLEY/OZUNA - UB	100-13604	24.97 -	

Period: 11/30/2018 (11/18)

Date	Ref No	Payee or Description	GL Account No	Debit Amount	Credit Amount
					285.45* -
11/15/2018	31316	SUNDRY PERSONS - PSN - CK	601-11420		30.54 -
		SUNDRY PERSONS - PSN - CK	602-11420		61.70 -
		SUNDRY PERSONS - PSN - CK	100-13604		12.30 -
					104.54* -
11/15/2018	31317	DEERFIELD LIONS CLUB - GATE FIREMEN PK	100-13802		518.00 -
11/15/2018	31318	SUNDRY PERSONS - PSN-CK	601-11420		100.54 -
		SUNDRY PERSONS - PSN-CK	602-11420		206.90 -
		SUNDRY PERSONS - PSN-CK	100-13604		49.20 -
					356.64* -
11/15/2018	31319	DEERFIELD LIONS CLUB - DOG JOG DONATION	100-21347		100.00 -
11/15/2018	31320	INTER CON - AR INV #27255	100-13802		148.88 -
11/15/2018	31321	SUNDRY PERSONS	601-11420		1,423.17 -
		SUNDRY PERSONS	601-11421		2.07 -
		SUNDRY PERSONS	602-11420		2,867.10 -
		SUNDRY PERSONS	602-11421		4.31 -
		SUNDRY PERSONS	100-13604		647.22 -
					4,943.87* -
11/15/2018	31322	CHARTER - JUL,AUG,SEP FRANCHISE FEE	202-41110		7,376.77 -
11/16/2018	31323	CODY JUMP - P.T. #3247	100-43611		20.00 -
11/16/2018	31324	SUNDRY PERSONS - PSN - CK & CC	601-11420		178.11 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		2.14 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		349.52 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		4.25 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		68.02 -
					602.04* -
11/16/2018	31325	SUNDRY PERSONS - UB	601-11420		1,033.55 -
		SUNDRY PERSONS - UB	601-11421		3.60 -
		SUNDRY PERSONS - UB	602-11420		2,070.64 -
		SUNDRY PERSONS - UB	602-11421		7.21 -
		SUNDRY PERSONS - UB	100-13604		432.19 -
					3,547.19* -
11/19/2018	31326	SUNDRY PERSONS - PSN - CK & CC	601-11420		352.53 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		3.79 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		684.36 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		7.20 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		139.13 -
					1,187.01* -
11/19/2018	31327	SUNDRY PERSONS - PSN - CK	601-11420		98.33 -
		SUNDRY PERSONS - PSN - CK	602-11420		197.45 -
		SUNDRY PERSONS - PSN - CK	100-13604		36.90 -
					332.68* -
11/19/2018	31328	SUNDRY PERSONS - PSN - CK & CC	601-11420		175.17 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		1.04 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		334.62 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		2.08 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		63.03 -
					575.94* -
11/19/2018	31329	SUNDRY PERSONS - UB	601-11420		5,097.66 -
		SUNDRY PERSONS - UB	601-11421		4.90 -
		SUNDRY PERSONS - UB	602-11420		10,138.50 -
		SUNDRY PERSONS - UB	602-11421		8.65 -
		SUNDRY PERSONS - UB	100-13604		984.22 -
					16,233.93* -
11/19/2018	31330	WI WASTEWATER OP ASSOC - CONF REIMB	602-58560-300		140.00 -
11/20/2018	31331	SUNDRY PERSONS - PSN - CK & CC	601-11420		202.35 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		2.40 -

Period: 11/30/2018 (11/18)

Date	Ref No	Payee or Description	GL Account No	Debit Amount	Credit Amount
		SUNDRY PERSONS - PSN - CK & CC	602-11420		405.98 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		4.78 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		88.13 -
					703.64* -
11/20/2018	31332	SUNDRY PERSONS - UB	601-11420		1,159.15 -
		SUNDRY PERSONS - UB	601-11421		6.51 -
		SUNDRY PERSONS - UB	602-11420		2,207.81 -
		SUNDRY PERSONS - UB	602-11421		12.96 -
		SUNDRY PERSONS - UB	100-13604		422.16 -
					3,808.59* -
11/26/2018	31333	SUNDRY PERSONS - PSN - CK & CC	601-11420		748.81 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		2.52 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		1,284.56 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		4.98 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		223.41 -
					2,264.28* -
11/26/2018	31334	SUNDRY PERSONS - DIRECT PAYMENTS	601-11420		4,215.90 -
		SUNDRY PERSONS - DIRECT PAYMENTS	602-11420		8,327.72 -
		SUNDRY PERSONS - DIRECT PAYMENTS	100-13604		1,783.28 -
					14,326.90* -
11/26/2018	31335	SUNDRY PERSONS - PSN - CK & CC	601-11420		280.56 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		1.60 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		487.84 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		3.28 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		220.65 -
					993.93* -
11/26/2018	31336	SUNDRY PERSONS - PSN - CK & CC	601-11420		190.45 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		388.99 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		86.47 -
					665.91* -
11/26/2018	31337	SUNDRY PERSONS - PSN - CK & CC	601-11420		283.60 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		559.95 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		135.30 -
					978.85* -
11/26/2018	31338	SUNDRY PERSONS - PSN - CK & CC	601-11420		420.64 -
		SUNDRY PERSONS - PSN - CK & CC	601-11421		.83 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		844.53 -
		SUNDRY PERSONS - PSN - CK & CC	602-11421		1.70 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		185.41 -
					1,453.11* -
11/26/2018	31339	SUNDRY PERSONS - PSN - CK & CC	601-11420		362.50 -
		SUNDRY PERSONS - PSN - CK & CC	602-11420		743.96 -
		SUNDRY PERSONS - PSN - CK & CC	100-13604		147.97 -
					1,254.43* -
11/26/2018	31340	LIBRARY - FAX / COPY / FINES	205-43130		572.44 -
11/26/2018	31341	SUNDRY PERSONS - UB	601-11420		7,387.18 -
		SUNDRY PERSONS - UB	601-11421		20.05 -
		SUNDRY PERSONS - UB	602-11420		13,877.37 -
		SUNDRY PERSONS - UB	602-11421		39.37 -
		SUNDRY PERSONS - UB	100-13604		2,566.49 -
					23,890.46* -
11/27/2018	31342	AMERICAN TOWER - RENTAL	100-48260		1,267.39 -
11/27/2018	31343	TDS - RENTAL	100-48260		484.00 -
11/27/2018	31344	RICHARD BATES - DEL P.P. TAX	100-12311		107.41 -
		RICHARD BATES - DEL P.P. TAX	100-46390		10.49 -

Period: 11/30/2018 (11/18)

Date	Ref No	Payee or Description	GL Account No	Debit Amount	Credit Amount	
					117.90* -	
11/27/2018	31345	SUNDRY PERSONS - PSN - CK & CC	601-11420	283.66 -		
		SUNDRY PERSONS - PSN - CK & CC	601-11421	1.86 -		
		SUNDRY PERSONS - PSN - CK & CC	602-11420	552.43 -		
		SUNDRY PERSONS - PSN - CK & CC	602-11421	3.76 -		
		SUNDRY PERSONS - PSN - CK & CC	100-13604	122.16 -		
					963.87* -	
11/27/2018	31346	SUNDRY PERSONS - UB	601-11420	16,852.72 -		
		SUNDRY PERSONS - UB	601-11421	3.69 -		
		SUNDRY PERSONS - UB	602-11420	1,700.74 -		
		SUNDRY PERSONS - UB	602-11421	7.24 -		
		SUNDRY PERSONS - UB	100-13604	296.11 -		
					18,860.50* -	
11/27/2018	31347	G.M.S. EXCAVATORS - AR INV #27256	100-13802	41.24 -		
11/27/2018	31348	DOG JOG DONATIONS FROM EVENT	100-21347	302.00 -		
11/28/2018	31349	SUNDRY PERSONS - PSN - CC	601-11420	27.63 -		
		SUNDRY PERSONS - PSN - CC	601-11421	.85 -		
		SUNDRY PERSONS - PSN - CC	602-11420	56.16 -		
		SUNDRY PERSONS - PSN - CC	602-11421	1.74 -		
		SUNDRY PERSONS - PSN - CC	100-13604	12.30 -		
					98.68* -	
11/28/2018	31350	SUNDRY PERSONS - UB	601-11420	346.64 -		
		SUNDRY PERSONS - UB	601-11421	10.54 -		
		SUNDRY PERSONS - UB	602-11420	730.57 -		
		SUNDRY PERSONS - UB	602-11421	22.21 -		
		SUNDRY PERSONS - UB	100-13604	127.97 -		
					1,237.93* -	
11/29/2018	31351	OLD REPUBLIC TITLE - SP ASSMT 201 BUE ST	100-44120	50.00 -		
11/29/2018	31352	AMERICAN FAMILY - DOG JOG DONATION	100-21347	25.00 -		
11/29/2018	31353	SUNDRY PERSONS - PSN - CK & CC	601-11420	91.49 -		
		SUNDRY PERSONS - PSN - CK & CC	601-11421	3.33 -		
		SUNDRY PERSONS - PSN - CK & CC	602-11420	174.20 -		
		SUNDRY PERSONS - PSN - CK & CC	602-11421	6.24 -		
		SUNDRY PERSONS - PSN - CK & CC	100-13604	32.36 -		
					307.62* -	
11/29/2018	31354	MM 100-116-38	100-11506	19,000.00 -		
11/29/2018	31355	SUNDRY PERSONS - UB	601-11420	288.50 -		
		SUNDRY PERSONS - UB	601-11421	9.48 -		
		SUNDRY PERSONS - UB	602-11420	576.48 -		
		SUNDRY PERSONS - UB	602-11421	18.94 -		
		SUNDRY PERSONS - UB	100-13604	143.28 -		
					1,036.68* -	
Documents: 116 Transactions: 271				Totals:	318,487.36	318,487.36 -

Report Criteria:  
 Transaction.Journal Code = "CR"

Per	Date	Check No	Vendor No	Payee	Amount
11/18	11/05/2018	53645	240	DEERFIELD POST OFFICE	242.62
11/18	11/12/2018	53646	2061	ADVANCED DISPOSAL	11,063.68
11/18	11/12/2018	53647		Information Only Check	.00 V
11/18	11/12/2018	53648		Information Only Check	.00 V
11/18	11/12/2018	53649	25	ALLIANT ENERGY/WPL	14,915.85
11/18	11/12/2018	53650	2360	AMERICOLLECT, INC	100.00
11/18	11/12/2018	53651	1792	BERGE, SHARON	112.00
11/18	11/12/2018	53652	2458	BOARDMAN & CLARK LLP	2,784.00
11/18	11/12/2018	53653	2478	BRADLEY LAW, LLC	500.00
11/18	11/12/2018	53654	964	BROOKS, JANE	56.00
11/18	11/12/2018	53655	2037	C & M HYDRAULIC TOOL SUPPLY	31.48
11/18	11/12/2018	53656	2200	CENTURYLINK	2.10
11/18	11/12/2018	53657	1412	CHARTER COMMUNICATIONS	593.44
11/18	11/12/2018	53658	140	CINTAS CORPORATION LOC.446	252.99
11/18	11/12/2018	53659	2118	CT LABORATORIES	1,436.00
11/18	11/12/2018	53660	1057	DAHL, BEVERLY A.	112.00
11/18	11/12/2018	53661	1058	DAHL, NORMAN	112.00
11/18	11/12/2018	53662	2263	DANE CO TREAS-POLICE CONTRACT	39,690.87
11/18	11/12/2018	53663	1040	DEAN MEDICAL GROUP	184.00
11/18	11/12/2018	53664	1175	DIGGERS HOTLINE INC.	11.10
11/18	11/12/2018	53665	755	FRONTIER	136.74
11/18	11/12/2018	53666	305	FRY, FRED	615.00
11/18	11/12/2018	53667	310	FRY, KAIA	287.00
11/18	11/12/2018	53668	1864	G.M.S. EXCAVATORS, INC.	31,959.80
11/18	11/12/2018	53669	315	GARDINER APPRAISAL SERVICE LLC	2,466.67
11/18	11/12/2018	53670	360	HANDEL, JOAN	126.00
11/18	11/12/2018	53671	380	HOMETOWN NEWS LP	33.77
11/18	11/12/2018	53672	1791	HOULE, JANICE	104.00
11/18	11/12/2018	53673	2184	KIMBALL MIDWEST	184.95
11/18	11/12/2018	53674	1958	KRIZSAN'S TREE SERVICE	1,650.00
11/18	11/12/2018	53675	2512	LEMKE FENCE OF JEFFERSON, INC	1,069.00
11/18	11/12/2018	53676	460	LEMKE, DAVID	40.00
11/18	11/12/2018	53677	1044	MEYER, LYNDON	2,495.00
11/18	11/12/2018	53678	1807	MOYNIHAN, GAIL	76.00
11/18	11/12/2018	53679	575	PAOLI, NATHAN	101.99
11/18	11/12/2018	53680	2457	PARKING LOT MAINTENANCE, INC.	5,249.00
11/18	11/12/2018	53681	615	ROTO-ROOTER SEWER SERVICE	1,384.40
11/18	11/12/2018	53682	405	SAFEBUILT, LLC	1,365.91
11/18	11/12/2018	53683	1227	SCHULTZ, DONNA	44.00
11/18	11/12/2018	53684	515	SECURIAN FINANCIAL GROUP INC	163.39
11/18	11/12/2018	53685	1696	WILKINSON, DIANE	28.00
11/18	11/13/2018	53686	2485	ZIMBRICK CHEVROLET	57,039.00
11/18	11/26/2018	53687	10	AFLAC	363.56
11/18	11/26/2018	53688	25	ALLIANT ENERGY/WPL	2,972.18
11/18	11/26/2018	53689	2360	AMERICOLLECT, INC	100.00
11/18	11/26/2018	53690	50	ANDERSON, DEREK	241.80
11/18	11/26/2018	53691	2105	BERRYMAN LAWN & LANDSCAPE, INC	470.00
11/18	11/26/2018	53692	957	BP	312.62
11/18	11/26/2018	53693	2376	COMPLETE OFFICE OF WI	98.83
11/18	11/26/2018	53694	2461	CORE & MAIN LP	541.25
11/18	11/26/2018	53695	2118	CT LABORATORIES	480.00
11/18	11/26/2018	53696	2263	DANE CO TREAS-POLICE CONTRACT	38,742.83
11/18	11/26/2018	53697	1803	DANE CO TREASURER	38.80
11/18	11/26/2018	53698	2430	DE LAGE LANDEN FINANCIAL SRVC	212.10
11/18	11/26/2018	53699		Information Only Check	.00 V
11/18	11/26/2018	53700	884	DEERFIELD WATER UTILITY	16,694.75
11/18	11/26/2018	53701	270	DOYLE, JOHN	228.70

Per	Date	Check No	Vendor No	Payee	Amount
11/18	11/26/2018	53702	1297	FOSDAL HOME BAKERY, LLC	29.50
11/18	11/26/2018	53703	1419	FRITSCH, LEAH	201.65
11/18	11/26/2018	53704	755	FRONTIER	103.87
11/18	11/26/2018	53705	1907	GALLAGHER CONCRETE, LLC	2,093.00
11/18	11/26/2018	53706	1423	GORDON FLESCH	40.32
11/18	11/26/2018	53707	2431	GROB, KIM	48.20
11/18	11/26/2018	53708	370	HELLENBRAND'S ACE HARDWARE	11.47
11/18	11/26/2018	53709	410	INGRAM LIBRARY SERVICES	150.97
11/18	11/26/2018	53710	2246	LOOKOUT BOOKS	141.75
11/18	11/26/2018	53711	2365	MARTELLE WATER TREATMENT INC	581.89
11/18	11/26/2018	53712	495	MCCREDIE, LIZ	585.16
11/18	11/26/2018	53713	1654	MICROMARKETING LLC	40.00
11/18	11/26/2018	53714	2101	MIDAMERICA BOOKS	265.35
11/18	11/26/2018	53715	1737	MOBIL/EXXON	1,182.79
11/18	11/26/2018	53716	1807	MOYNIHAN, GAIL	91.20
11/18	11/26/2018	53717	120	NAPA AUTO PARTS	61.77
11/18	11/26/2018	53718	1724	NORTH SHORE BANK	100.00
11/18	11/26/2018	53719	1115	OLD DOMINION BRUSH	69.46
11/18	11/26/2018	53720	2510	ORTIZ-FERGUSON, KAYLA	75.00
11/18	11/26/2018	53721	575	PAOLI, NATHAN	299.95
11/18	11/26/2018	53722		Information Only Check	.00 V
11/18	11/26/2018	53723	2420	PARK BANK	2,722.99
11/18	11/26/2018	53724	2339	SCHUMACHER, BRYON	66.44
11/18	11/26/2018	53725	640	SOUTH CENTRAL LIBRARY SYSTEM	12.00
11/18	11/26/2018	53726	505	STAFFORD ROSENBAUM	120.00
11/18	11/26/2018	53727	1742	STATE OF WISCONSIN	588.50
11/18	11/26/2018	53728	715	TOWN & COUNTRY ENGINEERING	6,101.55
11/18	11/26/2018	53729	891	TRUGREEN CHEMLAWN	102.50
11/18	11/26/2018	53730	795	WE ENERGIES	700.07
11/18	11/26/2018	53731	1878	WELLS FARGO EQUIP FINANCIAL	540.00
11/18	11/26/2018	53732	805	WI DEPT OF JUSTICE	14.00
11/18	11/26/2018	53733	820	WI STATE LABORATORY OF HYGIENE	25.00
11/18	11/26/2018	53734	2158	WOLLIN, JEREMY W.	63.73
Totals:					<u>257,547.25</u>

# Payroll

VILLAGE OF DEERFIELD

Check Register

Page: 1

Check Issue Date(s): 11/01/2018 to 11/30/2018

Jan 04, 2019 07:34am

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Amount
10/28/18	PC	11/01/18	17660	ANDERSON, DEREK A	505	1,421.67
10/28/18	PC	11/01/18	17661	BROOKS, JANE M	305	362.52
10/28/18	PC	11/01/18	17662	BULLIS, ROBERT J	323	136.67
10/28/18	PC	11/01/18	17663	DOYLE, JOHN P	510	1,878.26
10/28/18	PC	11/01/18	17664	FRITSCH, LEAH E	313	1,467.88
10/28/18	PC	11/01/18	17665	GROB, KIM	211	1,250.92
10/28/18	PC	11/01/18	17666	KONZIELLA, DOLORES M	222	425.41
10/28/18	PC	11/01/18	17667	MCCREDIE, ELIZABETH J	210	1,897.48
10/28/18	PC	11/01/18	17668	MOYNIHAN, GAIL A	127	626.95
10/28/18	PC	11/01/18	17669	PAGE, RACHAEL M	328	590.71
10/28/18	PC	11/01/18	17670	PAOLI, NATHAN L	530	1,468.35
10/28/18	PC	11/01/18	17671	SCHMIDT, JASON M	537	77.57
10/28/18	PC	11/01/18	17672	SCHUMACHER, BRYON R	527	932.87
10/28/18	PC	11/01/18	17673	WOLLIN, JEREMY W	519	1,286.49
11/11/18	PC	11/15/18	17674	ANDERSON, DEREK A	505	1,323.05
11/11/18	PC	11/15/18	17675	BROOKS, JANE M	305	362.52
11/11/18	PC	11/15/18	17676	DOYLE, JOHN P	510	1,945.78
11/11/18	PC	11/15/18	17677	FRITSCH, LEAH E	313	1,467.88
11/11/18	PC	11/15/18	17678	GROB, KIM	211	1,296.68
11/11/18	PC	11/15/18	17679	KONZIELLA, DOLORES M	222	425.39
11/11/18	PC	11/15/18	17680	MCCREDIE, ELIZABETH J	210	1,897.49
11/11/18	PC	11/15/18	17681	MOYNIHAN, GAIL A	127	611.68
11/11/18	PC	11/15/18	17682	PAGE, RACHAEL M	328	633.80
11/11/18	PC	11/15/18	17683	PAOLI, NATHAN L	530	1,666.52
11/11/18	PC	11/15/18	17684	SCHUMACHER, BRYON R	527	1,097.74
11/11/18	PC	11/15/18	17685	WOLLIN, JEREMY W	519	1,241.28
11/25/18	PC	11/29/18	17686	ANDERSON, DEREK A	505	1,646.38
11/25/18	PC	11/29/18	17687	BROOKS, JANE M	305	393.40
11/25/18	PC	11/29/18	17688	BULLIS, ROBERT J	323	143.52
11/25/18	PC	11/29/18	17689	DOYLE, JOHN P	510	1,945.78
11/25/18	PC	11/29/18	17690	FRITSCH, LEAH E	313	1,467.88
11/25/18	PC	11/29/18	17691	GROB, KIM	211	1,205.12
11/25/18	PC	11/29/18	17692	KONZIELLA, DOLORES M	222	422.46
11/25/18	PC	11/29/18	17693	MCCREDIE, ELIZABETH J	210	1,897.48
11/25/18	PC	11/29/18	17694	MOYNIHAN, GAIL A	127	592.09
11/25/18	PC	11/29/18	17695	PAGE, RACHAEL M	328	676.89
11/25/18	PC	11/29/18	17696	PAOLI, NATHAN L	530	1,534.40
11/25/18	PC	11/29/18	17697	SCHUMACHER, BRYON R	527	1,035.63
11/25/18	PC	11/29/18	17698	WOLLIN, JEREMY W	519	1,125.72
Grand Totals:						<u>41,880.31</u>



# Application for an "Operator's" License

Flannell #1142  
1/7/19

To Serve or Sell Fermented Malt Beverages and Intoxicating Liquors  
Deerfield, WI

New

Renewal

Date 11/7/2019

I, the undersigned, do hereby respectfully make application to the local governing body of the Village of Deerfield, County of Dane, Wisconsin for a License to serve and/or sell, from date hereof to **June 30, 19** inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32 (2) and 125.68 (2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale or service of such beverages and liquors if a license be granted to me.

### Answer the following questions fully and completely:

Name of Applicant McKenzie Jade Jolicœur Phone 608-333-9263  
*First (legal) Middle Last*  
Address of Applicant 518 center st Deerfield, WI 53531  
\*Date of Birth 09/10/1997 \*Sex Female \*Race White  
\*Driver's License Number J426-5509-1836-00 State issued out of WI

DOS ✓

As required by WI Statutes Section 125.17 (6), have you completed the Beverage Server Training Course? yes

If so, where? Serving Alcohol, Inc

Have you been convicted of a felony or any alcohol-related or drug-related misdemeanor?  NO  YES

If yes, date of such conviction \_\_\_\_\_ Name of Court \_\_\_\_\_

Nature of offense \_\_\_\_\_

Have you been convicted of violating any law or ordinance regulating the sale of Fermented malt beverages or intoxicating liquors?

NO  YES - Date and Nature of violation \_\_\_\_\_

Have you ever had a license to serve alcohol beverages suspended or revoked, or surrendered the license in lieu of suspension or revocation?

NO  YES If yes, provide the place and date \_\_\_\_\_

Have you been convicted of operating a motor vehicle while intoxicated?  NO  YES - Date(s) \_\_\_\_\_

Name of employer for which license is intended \_\_\_\_\_

P1817-68

Fees:  \$32.00 annual I understand that the fee is not refunded if this application is denied.

\* We request this information so we can verify your criminal and driving history.

STATE OF WISCONSIN  
Dane County

McKenzie Jolicœur, being first duly sworn on oath says that (s)he is the person who made and signed  
*Applicant print name here*

the foregoing application for an operator's license; that all the statements made by the applicant are true.

X McKenzie Jolicœur  
*Applicant sign here*

Subscribed and sworn to before me this 7

day of Jan, 20 19

Barbara A Smith

Notary Public, Dane County, Wisconsin

The Deerfield Police Department conducted a background check on: <u>01/08/19</u>	
Recommendation: <input checked="" type="checkbox"/> I recommend approval of the license <input type="checkbox"/> I recommend refusal of the license	Records: <input type="checkbox"/> records attached <input checked="" type="checkbox"/> no record
Explanation:	
Officer Signature: <u>DEP C. LAURITSEN #1123 D450</u>	Approved by Village Board: _____



PAID

# Application for an "Operator's" License

To Serve or Sell Fermented Malt Beverages and Intoxicating Liquors  
Deerfield, WI

Mobil #32<sup>N</sup>

DEC 17 2018

New  Renewal

Date December 17, 2018

VILLAGE OF DEERFIELD

I, the undersigned, do hereby respectfully make application to the local governing body of the Village of Deerfield, County of Dane, Wisconsin for a License to serve and/or sell, from date hereof to **June 30**, \_\_\_ inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32 (2) and 125.68 (2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale or service of such beverages and liquors if a license be granted to me.

### Answer the following questions fully and completely:

Name of Applicant Jerome E Pete Phone 920-723-9804  
First (legal) Middle Last

DOJ

Address of Applicant 114<sup>th</sup> MAIN ST P.O. Box 414

\*Date of Birth 8-21-65 \*Sex M \*Race American Indian

\*Driver's License Number P300-4256-5301-00 State issued out of WI

As required by WI Statutes Section 125.17 (6), have you completed the Beverage Server Training Course? Yes

If so, where? Learn #2 Serve

Have you been convicted of a felony or any alcohol-related or drug-related misdemeanor?  NO  YES

If yes, date of such conviction \_\_\_\_\_ Name of Court \_\_\_\_\_

Nature of offense \_\_\_\_\_

Have you been convicted of violating any law or ordinance regulating the sale of Fermented malt beverages or intoxicating liquors?

NO  YES - Date and Nature of violation \_\_\_\_\_

Have you ever had a license to serve alcohol beverages suspended or revoked, or surrendered the license in lieu of suspension or revocation?  NO  YES If yes, provide the place and date \_\_\_\_\_

Have you been convicted of operating a motor vehicle while intoxicated?  NO  YES - Date(s) LAST 2010

Name of employer for which license is intended Mobil on main

Fees:  \$32.00 annual I understand that the fee is not refunded if this application is denied.

\* We request this information so we can verify your criminal and driving history.

STATE OF WISCONSIN  
Dane County

Jerome E Pete

Applicant print name here

\_\_\_\_\_, being first duly sworn on oath says that (s)he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

X Jerome E Pete

Applicant sign here

Subscribed and sworn to before me this 17

day of Dec, 20 18

Barbara A Smith

Notary Public, Dane County, Wisconsin

The Deerfield Police Department conducted a background check on: <u>12/19/18</u>	
Recommendation:	<input checked="" type="checkbox"/> I recommend approval of the license <input type="checkbox"/> I recommend refusal of the license
Explanation:	Records: <input checked="" type="checkbox"/> records attached <input type="checkbox"/> no record
Officer Signature: <u>Det. C. Lauritsen #1123</u>	Approved by Village Board:



## COST SHARE AGREEMENT

This Agreement made by and between the Village of Deerfield, a Wisconsin municipal corporation (“Deerfield”), Truckstar Collision Center, Inc., a Wisconsin corporation (“Truckstar”), and GreKa Holding, LLC, a Wisconsin limited liability company (“GreKa”) (collectively GreKa and Truckstar are “Companies”).

### RECITALS

1. Deerfield, pursuant to Wis. Stat. s. 66.1105, established Tax Incremental District No. 3 (“TID 3” or the “District”) that was created to facilitate economic development and address environmental issues within the District.
2. GreKa currently owns and leases real estate located within the District at 34 and 38 W. Nelson Street, Deerfield, WI 53531 (collectively, the “GreKa Property”), to Truckstar. The Companies wish to expand business operations within the District.
3. Deerfield currently owns real estate located at 40 W. Nelson Street, Deerfield, WI 53531 (the “Deerfield Property”), which is an open environmental repair site with impacts of chlorinated solvent contaminated public well, groundwater, and soil.
4. Companies submitted two TIF Assistance Applications to the Village, dated June 1, 2018, and November 6, 2018, seeking tax increment financing to assist with redevelopment costs of the GreKa Property and the Deerfield Property (the “Truckstar Project”).
5. To assist with determining the amount of financial assistance available to the Companies, along with whether such assistance can be provided by the District as it currently stands, the parties wish to retain the services of Ehlers, Inc. (“Ehlers”), pursuant to a proposal provided by letter dated December 6, 2018, attached as “Exhibit A” (“Ehlers’ Services”).
6. The Deerfield Board approved retaining Ehlers on the condition that Companies pay for 50% of the cost of Ehlers’ Services, and the Companies desire to pay for 50% of the cost of Ehlers’ Services to allow Deerfield to review the Truckstar Project.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Cost Share Agreement do hereby agree as follows:

1. The above Recitals are incorporated as if set forth herein.
2. Deerfield shall employ the firm of Ehlers, Inc., to provide those services identified on Exhibit A, including a financial analysis of the project *pro forma* for the Truckstar Project.



3. At all times during the terms of this Agreement, the parties understand and acknowledge that Ehlers is acting as the Municipal Advisor to Deerfield and no municipal advisor/client relationship is being established between Ehlers and the Companies.
4. Truckstar and GreKa will each be responsible for twenty-five percent (25%) (50% total) of the cost of Ehlers' Services as set forth in Exhibit A. Truckstar and GreKa may otherwise apportion the 50% costs between them, but shall notify Deerfield in writing of the apportionment. The parties acknowledge that the estimated cost as set forth in Exhibit A is only an estimate, and the actual cost may change. Each party shall receive an invoice from Deerfield upon conclusion of the work by Ehlers for its share of the cost of Ehlers' Services, and each party shall remit payment to Deerfield within 30 days of the mailing of the invoice.
5. If necessary, during the term of Ehlers' analysis, shall allow Ehlers access over all land and buildings owned by the parties so that Ehlers can investigate and evaluate the property in order to further the analysis.
6. Upon completion of the financial analysis, Deerfield shall provide a copy of the financial analysis to Truckstar and GreKa.
7. By entering into this Agreement, all parties acknowledge and understand that completion of this financial analysis does not guaranty that the Truckstar Project will actually take place at any time in the future or that the funding requested in the Truckstar Project will be available. The purpose of this financial analysis is simply to evaluate the feasibility of the Truckstar Project, create an estimate of project end value, and the final decision to complete the Truckstar Project will be done at a later date. If the Truckstar Project moves forward, a separate agreement between the parties will be executed. All parties acknowledge and understand that by signing this Cost Share Agreement none of the parties are committing to further participation in the project after the financial analysis.
8. If any party to this Agreement fails to comply with the terms and conditions set forth herein, that party shall be considered to be in default. A non-defaulting party reserves unto itself the right to pursue any available legal remedies. If a party is required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, and if a party prevails in the litigation, arbitration or mediation, the non-prevailing party shall pay all of the costs including reasonable attorney fees of the prevailing party. A default is defined herein as the breach of, or failure to comply with, any of the terms of this Agreement.
9. If any part, term or provision of this Agreement is held by the Court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.



**VILLAGE OF DEERFIELD**

By: \_\_\_\_\_  
Greg Frutiger, President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Elizabeth McCredie,  
Administrator, Clerk-Treasurer

\_\_\_\_\_  
Date

**TRUCKSTAR COLLISION CENTER,  
INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**GREKA HOLDING, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



**CONTRACT FOR PROVISION OF EMERGENCY MEDICAL SERVICES  
By and Between Deer-Grove EMS District and the Town of Pleasant Springs  
(the "Agreement")**

This Agreement is entered into by and between Deer-Grove EMS District and the Town of Pleasant Springs, both located in Dane County, Wisconsin.

***RECITALS***

*WHEREAS*, Deer-Grove EMS (hereafter the "District") and the Town of Pleasant Springs (hereafter the "Town") recognize the public need for adequate levels of emergency medical services within their respective areas of jurisdiction; and

*WHEREAS*, the purpose and intent of this Agreement is to make possible the provision of such emergency medical services on a mutually cooperative basis; and,

*WHEREAS*, the District and Town have previously contracted together on a recurring basis for the provision of such emergency medical services; and,

*WHEREAS*, the District and Town wish to enter into another contract for the provision of emergency medical services beginning in January 2019.

***AGREEMENT***

*NOW, THEREFORE*, pursuant to resolutions duly adopted by the governing bodies of the District and the Town of Pleasant Springs, and for and in consideration of the mutual agreements and covenants herein contained, the parties mutually agree to cooperate in the provision of emergency medical services by the District in accordance with the following terms and conditions.

**SECTION 1 - GEOGRAPHIC AREA TO BE SERVED**

The Town Board has determined the exact geographic area within the Town to which the District shall provide emergency medical services. The geographic service area to be served by the District under this Agreement is depicted on the attached map in Exhibit A, which map is expressly incorporated herein by reference ("Service Area").

Following execution of this Agreement, the Town of Pleasant Springs and the District may only change the Service Area by expressly amending this Agreement. Accordingly, the Town shall notify the District by September 1 of each year if it desires to make any changes in the boundaries of the service area for the upcoming calendar year and the District and Town shall work together in good faith to reach a mutual agreement to change the Service Area.

The Town of Pleasant Springs recognizes the District may also provide emergency medical services to all or part of other municipalities on a similar contractual basis. As of this date, the District serves the following other municipalities: the Town of Cottage Grove, the Village of Cottage Grove, the Village of Deerfield and the Town of Deerfield.

## SECTION 2 - RESPONSIBILITIES OF THE DISTRICT

Under the terms of this Agreement the District shall be responsible for the following duties:

- 2.01 Provide Emergency Medical Services. The District shall make on call emergency medical services available at all times for sick, disabled, or injured persons within the Service Area, and shall respond to all calls for service therefrom. The District may provide this service through the means of its choosing, such as through the direct provision of services, or through the contracting of service providers. Obligations and duties of the District may be delegated to its chosen service provider.

The above emergency medical services shall be provided on a turnkey basis with the District being responsible for, among other things: determining the operational policies of the service; providing and housing the staff necessary to operate the service; providing, housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; obtaining and furnishing appropriate insurance coverages; and providing all related management, billing, and accounting services. Should additional costs be incurred, the Town of Pleasant Springs will not be responsible for providing additional funds to the District.

- 2.02 Comply with Applicable Statutes, Codes, and Regulations. In the operation of the service, the District shall comply fully with applicable federal and state statutes and administrative codes and regulations governing licensed ambulance providers, their employees/volunteers and agents. Further, the District shall comply with such standards and procedures for occupational health and safety, patient care, and equipment reliability as may otherwise be required by applicable statutes, codes and regulations, or conditions of insurability.
- 2.03 Maintain Licenses. The District shall obtain and keep in force any ambulance provider licenses, emergency medical technician licenses, certifications and training permits, required by federal or state law.
- 2.04 Provide Training. The District shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical technicians, emergency medical technician trainees, and emergency vehicle operators at levels sufficient to satisfy no less than the minimum course requirements of applicable federal and state statutes, administrative codes and regulations, or conditions of insurability.
- 2.05 Maintain Records. The District shall continue to prepare and maintain necessary records and meet all reporting requirements imposed by federal, state, or county authorities or insurance carriers.
- 2.06 Furnish Statistical Information. The District shall prepare and provide to the Town of Pleasant Springs, on a monthly basis, a statistical summary of actual EMS calls, including a breakdown of calls by type and by political jurisdiction in the format as currently provided to the participating municipalities.

- 2.07 Financial Audit. As part of any annual financial audit of its general municipal operations, the District shall have its independent auditors verify the actual year-end expense and revenue and expense figures for the District related to the performance of this contract for the preceding fiscal year.

### SECTION 3 – RESPONSIBILITIES OF THE TOWN OF PLEASANT SPRINGS

Under the terms of this Agreement the Town of Pleasant Springs shall be responsible for the following duties.

- 3.01 Provide Population Statistics. The Town of Pleasant Springs shall provide in a timely manner an annual estimate of population living within the Service Area of its jurisdiction and the estimated Equalized Improvement Values to the District by September 15th of each calendar year.
- 3.02 Maintenance of Roads. The Town of Pleasant Springs shall maintain and repair all roads under its jurisdiction within the Service Area in a reasonable manner so as to facilitate the safe and efficient provision of services. The Town of Pleasant Springs shall notify the District in advance, whenever possible, of road maintenance work or closings that might affect the normal routing of ambulances in response to an emergency call.
- 3.03 Rural Identification Numbers. In order to insure the quick and accurate identification of a residence address during an emergency response, the Town of Pleasant Springs shall enforce the proper display of rural identification numbers in conformance with the system and standards established by Dane County.
- 3.04 Driveway Ordinance. The Town of Pleasant Springs has adopted a written driveway ordinance that ensures that the District will have safe and easy access to property within the Service Area. The Town shall hold all property owners or occupants responsible to abide by the ordinance to ensure safe and easy access to the Service Area.

### SECTION 4 - TERM

- 4.01 Initial Term. This Agreement, shall commence on January 1, 2019 at 00:00:00 hours (hereafter Commencement Date) and remain in full force and effect until December 31, 2023 at 23:59:59 (hereafter "Initial Term"). Either party may terminate this Agreement at the end of the Initial Term by providing the other party with ~~ninesix~~ (96) months written notice of its intent to terminate.
- 4.02 Renewal Term. If the Agreement is not terminated at the end of the Initial Term, this Agreement shall automatically renew for successive 1-year terms running from January 1 at 00:00:00 hours until December 31 at 23:59:59 (hereafter "Renewal Term"). Either party may terminate the Agreement at the end of a Renewal Term provided that written notice of the proposed termination is provided to the other party no later than April 1 of Renewal Term. *(e.g., if the Agreement was automatically renewed for the 2024 calendar year and the Town wanted to terminate on December 31, 2023, then the Town would need to give the District notice on or before April 1, 2023).*

4.03. Early Withdrawal. Except as stated below, during the Initial Term, neither party may withdraw from the Agreement. While the both parties may mutually agree to a change in Service Area or an early withdrawal, such changes must be made by formal amendment of the Agreement. If the parties are unable to agree to terms of early withdrawal during the Initial Term, the Agreement shall remain in full force and effect until the termination date of December 31, 2023 at 23:59:59.

The parties acknowledge that the District was created by an intergovernmental agreement between the Town of Cottage Grove and Villages of Deerfield and Cottage Grove. The parties recognize that pursuant to such intergovernmental agreement one or more of the municipalities may leave the District and the District may dissolve. In the event of dissolution of the District or in the event that one or more of the Town of Cottage Grove or Villages of Deerfield or Cottage Grove withdraw from the District, the parties to this Agreement agree that the District may unilaterally terminate the Agreement during the Initial Term following 96 months written notice.

## SECTION 5 – FINANCIAL ARRANGEMENTS

5.01 Payment Schedule. The total base cost of services is \$32,267.45 for the Service Area. The annual charge for the 1<sup>st</sup> year of service, fiscal 2019, shall be \$32,267.45. Following the first year, the annual charge shall increase two per cent (2%) per year for the duration of the Agreement such that the annual schedule of payments shall be as follows:

2019		\$ 32,267.45
2020		\$ 32,912.80
2021		\$ 33,571.05
2022		\$ 34,242.48
2023		\$ 34,927.33

An annual bill shall be sent to the Town of Pleasant Springs by January 1 of each year for the above applicable amount. The Town of Pleasant Springs agrees to pay 50% of its contract share by March 15<sup>th</sup> of each year and the remaining 50% by September 15<sup>th</sup> of each year.

5.02 EMS Patient Care Billing Rate. On a regular basis, the DG-EMS District Commission establishes and approves a district resident fee rate for services performed by the District. These fees are generally billed directly to the recipient of such services. Residents of the Town of Pleasant Springs will be assessed the resident fee for services received or performed by the District. The District will be responsible for billing these costs directly to the resident and will retain 100% of any and all such fees collected. The Town of Pleasant Springs will not be responsible for the difference between the amount billed for such fees but which go uncollected by the District.

## SECTION 6 – EMS COMMISSION

The Deer-Grove EMS District and the District Commission are established through the Intergovernmental Agreement among the Town of Cottage Grove and Villages of Cottage Grove and Deerfield pursuant to Wis. Stat. 66.0301. The Deer-Grove EMS Commission is established

to jointly discuss and advise the participating municipal boards on provision of EMS services under the Intergovernmental Agreement, including issues related to operating and capital budgets, user charges, and service levels. Each municipality appoints two representatives to serve on the commission. The commission meets monthly on a schedule to be determined by the appointed representatives.

Except as provided for below, a member or members of the Town of Pleasant Springs Town Board may attend any or all meetings and may have input on any business conducted by the Deer-Grove EMS Commission; however, will not have any voting rights. Board members of the Town of Pleasant Springs shall not be authorized to attend closed sessions of the Deer-Grove EMS Commission involving confidential personnel-related issues, collective bargaining, litigation, strategy concerning negotiations or disputes between the Town and the District, or when any other good-faith reason (such as preservation of the attorney-client privilege) dictates exclusion of the Town board member from the discussion. It is the intent of Deer-Grove EMS to ensure that a line of communication is established and maintained with all of its contracting municipalities.

#### **SECTION 7 – RESOLUTION OF DISPUTES**

The chief elected official of any of the participating municipalities served by Deer-Grove EMS may request in writing to the Deer-Grove EMS Commission Chairperson, at any time, a meeting regarding any matter arising out of the terms and provisions of this Agreement, at which time a prompt meeting will be arranged.

#### **SECTION 8 – EFFECTIVE DATE**

This Agreement shall become effective and binding upon execution by both parties, and the term will commence on the Commencement Date as stated in Section 4 above.

#### **SECTION 9 – PRIOR AGREEMENTS; AMENDMENTS**

As of the Commencement Date of this Agreement (January 1, 2019), all prior agreements between the parties pertaining to the subject matter hereof shall be considered null and void and of no effect and this Agreement shall supersede all such prior agreements. This Agreement may only be amended in writing from time to time by mutual agreement between the parties.

#### **SECTION 10 – RISK ALLOCATION**

The parties are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats, or any subsequent amendments thereof.

Each party shall bear the risk of its own actions, as it does with its day-to-day operations.

Insurance. The parties shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of participation in this service contract.

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be duly authorized by their officers on the dates set forth below:



Deer-Grove EMS DISTRICT COMMISSION

TOWN OF PLEASANT SPRINGS

BY: \_\_\_\_\_  
Kris Hampton, Commission Chair

BY: David Pfeiffer  
David Pfeiffer, Town Chair

\_\_\_\_\_  
Greg Frutiger, Commission Secretary

Maria Horgan  
Maria Horgan, Town  
Clerk



**MEMORANDUM**

**TO:** To Deerfield Village Board (c/o Elizabeth McCredie, Village Administrator / Clerk-Treasurer)

**FROM:** Jared W. Smith

**DATE:** January 10, 2019

**RE:** TID #3 Manual; Greg and Beth Welsh Development Agreement – 23 N. Main Street, Deerfield, WI

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Cash grants must comply with both the TID #3 Project Plan, as amended, and the Village's *Manual of Policies and Procedures for Tax Increment District No. 3*. After discussions with Ehler's Senior Municipal Advisor, Greg Johnson, we determined that the Welsh's requested project, as a cash grant, likely is an approved Project Cost under the Project Plan.

However, the Manual imposes additional requirements and limitations on the Village and applicants before a cash grant may be provided. Some of these additional limitations are detailed below as applied to the draft Developer's Agreement with the Welsh's. Hopefully this provides some context to the Board. The limitations enumerated below are not the only ones imposed by the Manual; the Manual requires additional procedures, provides additional project limitations, and establishes certain review criteria.

The Manual policies are self-imposed limitations. The policies are geared to providing criteria for awarding grants and procedures for evaluating applications. Such policies are important. However, some of the existing policies and limitations may not fit with the current state of TID #3, and the limited period before TID #3 closes. The Manual provides that the policies may be amended by recommendation of the Planning Commission and subsequent action by the Board.

Ms. McCredie has arranged for Mr. Johnson and I to appear at the January 21, 2019, Planning Commission meeting to discuss the TID #3 Project Plan, the Manual, the status of the district, and, more specifically, the structure of cash grants, currently applicable criteria, and budgeting for grant requests.

The Welsh Development Agreement cannot be approved as written—there is missing information that must be provided. Once that information is provided, it may also be that the restrictions imposed by the Manual prevent its approval. Therefore, the Board may wish to table consideration of the Development Agreement until after the January 21, 2019 Planning Commission meeting.



However, to help understand some of the current requirements of the Manual:

- The Welsh property was assessed at \$90,000 as of January 1, 2018. The Manual requires the Welsh's to represent that their improvements will increase the increment value (property assessment) by a certain amount to ensure sufficient tax increment (tax revenue) is generated. They would need to provide this amount. This is Agreement section 3.D.i.
- The Manual requires that Ms. McCredie compile a "Repayment and Tax Increment Schedule." The Schedule shows the tax increment (additional tax revenue) generated by the project over the remaining life of the District. The goal is to demonstrate that the grant will be repaid by the collection of the tax increment. This is Agreement section 3.D.ii.
- The Welsh's also have to represent that the \$24,000 grant does not exceed 65% of the projected "net present value" of the tax increment generated (i.e., the present value of the future increase in the taxes paid). To generalize, this means that the total tax increment generated by the project (over and above existing taxes) will need to be approximately \$37,000 by the time the District closes. (This is an oversimplified estimate. Specific accounting practices would need to determine an accurate net present value.) This is Agreement section 3.D.iii.
  - Under the Manual, the Board could vote to increase this to 90%, which would still require the tax increment to be approximately \$27,000.
- The Manual also requires that the Welsh's provide a guarantee of repayment and security for that guarantee. This means that if the project has not generated sufficient tax increment by the time the District closes, the Welsh's must personally make up the difference. This is Agreement sections 3.D.iv-vi.

These requirements did not show up in the Liberty Commons development agreement. Liberty Commons was a unique case. The Board exempted the recent Liberty Commons projects from these requirements because: (a) Liberty Commons was an identified project in the TID #3 project plan with estimated costs; and (b) Liberty Commons already generated tax increment sufficient to cover the provided grants.

The Project Plan is written broadly enough to allow Deerfield to develop a feasible and beneficial grant program to allow projects, like the Welsh's, to proceed. However, further Planning Commission and Board consideration and action is necessary.



**VILLAGE OF DEERFIELD,  
DANE COUNTY, WISCONSIN:**

**AGREEMENT TO UNDERTAKE  
DEVELOPMENT IN TAX INCREMENTAL  
DISTRICT NO. 3**

Tax Parcel Number

117/ 0712- 214- 7331-9

THIS SPACE RESERVED FOR VILLAGE

RETURN TO:  
Elizabeth J. McCredie  
Village of Deerfield  
4 N. Main Street  
Deerfield, WI 53531

DRAFTED BY:  
Jared Walker Smith,  
Boardman & Clark  
1 S. Pinckney St., Suite 410  
Madison, WI 53703

PARCEL IDENTIFICATION NUMBERS:  
See this Page

See Addendum for legal description(s).



**AGREEMENT TO UNDERTAKE DEVELOPMENT IN TAX INCREMENTAL  
DISTRICT NO. 3**

This Agreement To Undertake Development In Tax Incremental District No. 3 (the “**Agreement**”) regarding the property located at 23 N. Main Street, Deerfield, WI (the “**Property**”) is entered into by and between the Village of Deerfield, a Wisconsin municipal corporation (“**Village**”) and Greg Welsh and Beth Welsh (individually, a “**Developer**” and collectively, “**Developers**”) to be effective when signed by all parties (the “**Effective Date**”).

**RECITALS**

1. The Village, pursuant to Wis. Stat. s. 66.1105, established Tax Incremental District No. 3 (“**TID 3**” or the “**District**”) that was created to facilitate economic development and address environmental issues within the District.
2. The Property is within the District, and Developers own the Property and desire to renovate the Property for the purposes of opening an ice cream parlor and retail store (the “**Development**”) pursuant to the TIF Assistance Application dated November 5, 2018 (the “**Application**”), attached as Exhibit A and incorporated by reference; and
3. Developers would not be able to complete the Development without tax incremental financing; and
4. Developers request that the Village provide tax incremental financing for the Development.

**AGREEMENT**

**IN WITNESS WHEREOF**, and in consideration of the above recitals which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Developers agree as follows:

1. Timeline. Developers will substantially complete the Development as set forth in the Application by April 1, 2019.
2. Permits and Approvals. Developers shall be responsible for obtaining all permits and approvals necessary for completion of the Development.
3. Tax Incremental Financing. The Village is providing Developers with tax incremental financing for the completion of the Development. In return, Developers agree as follows:
  - A. Approved Funding. The Village agrees to provide Developers with a cash grant of up to \$24,000 (the “**Grant**”) in tax incremental financing to be used for the Development in accordance with the Application.



B. Payment Schedule. The Grant shall be distributed to Developers within sixty (60) days after the following conditions are met:

i. The specific improvement components contemplated by the Application are fully complete;

ii. Certified Invoice/Lien Waivers from contractors and subcontractors confirming payments due from Developers for improvements to the Property are received by the Village Administrator in a form satisfactory to the Village Attorney; and

iii. Full payment to the Village of the Village's costs as provided for in this Agreement.

C. Restrictive Covenant. Developers agree that this Agreement shall constitute a restrictive covenant restricting the use of the Property to uses which are not tax exempt until the dissolution of the District.

D. Creation of Incremental Value.

i. Projected increase in assessed value. Developers jointly and severally warrant and represent that the Development will increase the assessed value of the Property over the January 1, 2018, assessment by at least \$\_\_\_\_\_.

ii. Repayment and Tax Increment Schedule. Pursuant to section 5.1(3) of the Village's Manual of Policies and Procedures for Tax Increment District No. 3 (the "**Manual**"), the Village Administrator has prepared a Repayment and Tax Increment Schedule evidencing the increment to be generated by the Development from the Effective Date up to the dissolution of the District, attached as **Exhibit B** and incorporated by reference.

iii. Compliance with 65% Rule. Pursuant to section 4.3(6) of the Manual, Developers jointly and severally warrant and represent that no more than 65% of the projected net present value of the tax increment generated by the Development is being provided by the Grant.

iv. Guarantee of sufficient actual tax increment. Pursuant to section 5.1(4) of the Manual, Developers jointly and severally guarantee that the actual tax increment generated by the Development from the Effective Date up to the dissolution of the District will be sufficient to fully repay the Grant.

v. Payment to offset lower assessment. If the actual tax increment generated by the Development from the Effective Date up to the dissolution of the District does not meet or exceed the Grant, Developers jointly and severally agree to pay the Village, in addition to local real estate taxes, a sum equal to the different between the actual tax increment generated by the Development and the Grant. (For



example, if the Development results in \$20,000 of increment generated at the time the District dissolves, Developers will pay the Village \$4,000.)

vi. Irrevocable letter of credit. Pursuant to section 5.1(4) of the Manual, within thirty (30) days of the Effective Date and prior to the Village's payment of the Grant, Developers shall file an irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes with the Village, in the amount of \$24,000, to secure Developers' tax increment guarantee obligations under this Subsection 3.D. It shall be payable at sight to the Village, and shall bear an expiration date not earlier than five (5) years after its initial issuance. This security shall be held by the Village until the actual tax increment generated by the Development meets or exceeds the Grant; provided, however, that Developers may periodically apply to reduce the security in a sum equal to the actual tax increment generated to date of application. The letter of credit shall be payable to the Village at any time upon presentation of the following: (1) a sight draft drawn on the issuing bank in an amount to which the Village is entitled under this Agreement; (2) an affidavit executed by a person authorized by the Village stating that monies are due from Developers pursuant to the guarantee obligations in this Subsection 3.D.; and (3) the letter of credit.

vii. No reduction in property taxes. Until such time that the actual tax increment generated by the Development meets or exceeds the Grant, Developers' shall not seek to reduce their property taxes on the Property, including by seeking reductions in the tax assessment of the Property.

4. Developers to Pay Village Costs. Developers shall pay to the Village all costs incurred by the Village, including reasonable attorney fees, arising from the consideration, negotiation, drafting, and execution of this Agreement, within 30 days from receipt of an invoice evidencing the total cost for the same.

5. Acceptance of Agreement No Waiver. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the Village shall not obligate the Village to grant any variances, exceptions, or conditional use grants, or approve any building or use the Village determines not to be in compliance with the municipal codes and ordinances of the Village, or in the best interests of the Village.

6. Access Permitted. Developers shall permit representatives of the Village to have reasonable access to the Property at all reasonable times for the purposes of reviewing compliance with this Agreement, including, but not limited to inspecting all work being performed in connection with this Agreement.

7. Default. A default is defined as the Developers' or the Village's breach of, or failure to comply with, the terms of this Agreement. The Village and the Developers reserve to themselves all remedies available at law or equity as necessary to cure any default. Remedies shall include, but are not limited to, stopping construction in the Development as necessary to correct any defect.



8. Recovery of Expenses. If, after reasonable efforts to negotiate a resolution, either party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the party not prevailing in the litigation, arbitration, or mediation shall pay all the prevailing party's costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs on their entirety. Each party agrees that it will request that the court enter an order determining the "prevailing party."

9. Developers' Covenants. In addition to any other warranties or representations made by Developers in this Agreement, each Developer covenants, warrants, represents, and agrees as follows:

A. All work to be performed by the Developers in and on the Property will be performed in a good and workerlike manner and consistent with the prevailing industry standards for high quality construction in the area of the Village. The Developers will perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and the Developers will at their sole cost and expense obtain and maintain all necessary permits and licenses for such work.

B. The execution, delivery, and performance by the Developers of this Agreement and other transactions contemplated in connection with this agreement: (i) are within the legal powers and authority of the Developers, (ii) to the best of the Developers' knowledge do not and will not require the consent, approval or authorization of, or notice to, any federal or state governmental authority or regulatory body and (iii) to the best of the Developers' knowledge do not and will not conflict with, result in any violation of, or constitute a default under any provision of law or of any agreement upon the Developers.

C. To the best of the Developers' knowledge there are not litigation, arbitration, or governmental proceedings pending or threatened against the Developers which would if adversely determined, adversely and materially affect the financial condition or continued operations of the Developers.

10. Limitation on Assignment. The Developers shall have no right to assign any of their rights or obligations under this Agreement, except to an entity controlled by the Developers, without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

11. Governing Law. The laws of the State of Wisconsin in all respects shall govern this Agreement.

12. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provisions, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and the Developers; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developers or the acceptance of any improvement.



13. Changes to Agreement. This Agreement may not be modified orally, but may be changed or amended only by agreement by the parties in a writing signed by the appropriate representatives of each party and with the actual authority of each party.

14. Sovereign Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's ability to assert its right of immunity under applicable law.

15. Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.

16. No Rights Vested. The provisions of this Agreement shall not vest any right in the Developers, except such rights as are expressly set forth herein or as shall be expressly provided by state statute. The Village's performance under this Agreement is contingent upon the Developers' compliance with all applicable federal, state and Village statutes, rules, regulations and ordinances.

17. Notice. Notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the United States Postal service, postage paid, certified and returned receipt requested and addressed as follows:

To the Village:  
Village Clerk  
Village of Deerfield  
P.O. Box 66  
4 N. Main Street  
Deerfield, WI 53531

With a Copy to:  
Boardman & Clark LLP  
Attn: Jared Walker Smith  
P.O. Box 927  
Madison, WI 53701-0927

To the Developers:  
Greg Welsh and Beth Welsh  
P.O. Box 148  
Deerfield, WI 53531

18. Agreement Runs with the Land. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of the Developers and the Village. The Village may record this Agreement on the record title to the Property, and append a legal description for said purpose.



IN WITNESS WHEREOF, this Agreement is effective when fully executed by the Village and Developers.

**\*DEVELOPERS\***

\_\_\_\_\_  
Greg Welsh

\_\_\_\_\_  
Beth Welsh

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF DANE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a notary public in and for Dane County, Wisconsin, Greg Welsh and Beth Welsh, personally appeared, to me known to be the persons named herein and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act(s) and deed(s).

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_



**\*VILLAGE\***  
**VILLAGE OF DEERFIELD**

By: \_\_\_\_\_  
Name: Gregory Frutiger  
Title: Village President

ATTESTED:

By: \_\_\_\_\_  
Name: Elizabeth J. McCredie  
Title: Village Administrator Clerk-Treasurer

**AUTHENTICATION**

Signatures of Gregory Frutiger, Village President, and Elizabeth J. McCredie, Village Administrator-Clerk-Treasurer, authenticated on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jared Walker Smith  
Attorney, Boardman & Clark LLP  
TITLE: MEMBER STATE BAR OF WISCONSIN



**EXHIBIT A**  
**TIF ASSISTANCE APPLICATION DATED NOVEMBER 5, 2018**



**EXHIBIT B**  
**REPAYMENT AND TAX INCREMENT SCHEDULE**



**MEMORANDUM**

**TO:** Deerfield Village Board (c/o Elizabeth McCredie, Village Administrator / Clerk-Treasurer)

**FROM:** Jared W. Smith

**DATE:** January 10, 2019

**RE:** Sale of units at Liberty Commons to Couillard Foundation

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On December 28, 2018, David Dinkel, member of Liberty Commons LLC, informed me by email that he had sold all of the condominium units owned by Liberty Commons, LLC at 10 Liberty Street to the Couillard Solar Foundation, Inc. The Couillard Foundation is a 501(c)(3) nonprofit organization.

As part of the sale, Cal Couillard drafted a letter stating that the Couillard Foundation does not intend to apply for real estate tax exemption status for the purchased suites. (The Foundation is likely not eligible for such an exemption anyway.) The letter is attached.

The Developer's Agreement, as amended, with Liberty Commons prohibits the sale of Liberty Commons to tax exempt entities. The other sale restrictions were lifted.

As the Foundation is not requesting tax exempt status and likely would not qualify, I have no concerns about the Village approving the sale. While approval may not be necessary, I recommend that the Village make the following motion:

Motion to approve the sale of Liberty Commons suites 101, 102, 116-119, and 122-124, 10 Liberty Street, Deerfield, WI, to the Couillard Solar Foundation, Inc., pursuant to Section 10.D. of the Agreement to Undertake Development in Tax Incremental District No. 3, dated August 13, 2018, as amended, with Liberty Commons, LLC.

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27 December 2018

To: Village of Deerfield

Re: Certain Suites in Liberty Commons, a Condominium located at 10 Liberty Street, Deerfield WI

On December 19, 2018, the undersigned Cal Couillard bought several Suites in the commercial condominium of Liberty Commons and two parcels of vacant land adjoining the Condominium. Liberty Commons, LLC was the Seller and those specific Suites are #101, #102, #104, #108, #110-#124. Some of these Suites have benefitted from a TIF Grant from the Village of Deerfield.

On December 27, 2018, I transferred ownership of Suites #101, #102, #104, #108, #110, #116-#120, and #124 to the Couillard Solar Foundation, Inc.. The Couillard Solar Foundation is organized as a 501 (c) (3) and the properties are being held for investment and development to enhance the Foundation. As a member of the Board of Directors of the Foundation, I hereby affirm the Couillard Solar Foundation will NOT apply for a "real estate tax exemption" for these Suites.

In Community,

A handwritten signature in cursive script that reads "Cal Couillard".

Cal Couillard, as an individual and for the

Couillard Solar Foundation as a Director

