

**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, JULY 8, 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 JUNE 24.2019**
  - B. APPROVAL OF VOUCHERS**
  - C. COMMITTEE REPORTS**
- III. PUBLIC APPEARANCES**
  - A. PUBLIC COMMENTS**
- IV. UNFINISHED BUSINESS, REVIEW & ACTION THERE ON**
- V. NEW BUSINESS**
  - A. RESOLUTIONS**
    - 1. RESOLUTION R2019-11 AWARDING A WASTEWATER TREATMENT PLANT BIOSOLIDS HAULING CONTRACT**
  - B. LICENSES & PERMITS**
    - 1. CONSIDER A REQUEST FOR AN OPERATOR’S LICENSE FOR THE PERIOD OF JULY 9, 2019 TO JUNE 30, 2020 FOR SCOTT L PROSA AND SETH RJ STARK**
  - C. REVIEW & ACTION:**
    - 1. DISCUSS/CONSIDER TID #3 DEVELOPERS AGREEMENT BETWEEN THE VILLAGE OF DEERFIELD AND KLINEFELTER RENTAL LLC AND JAMES AND SCOTT WHITING – 43 N MAIN ST.**
    - 2. DISCUSS/CONSIDER RETAINING EHLERS INC. TO ASSIST IN AMENDING THE PROJECT PLAN FOR TAX INCREMENT DISTRICT NO. 3**
- VI. ORDINANCES**
  - 1. ORDINANCE O-2019-04 AN ORDINANCE AMENDING GENERAL PENALTIES FOR FIRST OFFENSES**
- 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) 7/5/2019 (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, JUNE 24, 2019 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 pm by President Frutiger. Roll call: Evensen, Wilkinson, Tebon, Kositzke, Wieczorek and Frutiger present; absent McMullen. Also present: see sign-in sheet on file in the clerk's office.

**CONSENT AGENDA**

Motioned by Tebon and seconded by Evensen to approve the June 24, 2019 agenda as written. All ayes, motion carried.

**A. APPROVAL OF MINUTES FROM JUNE 10, 2019**

Motioned by Evensen and seconded by Wilkinson to approve the minutes from June 10, 2019 with the amendment to section I to correct roll call including all seven board members in attendance. All ayes, motion carried.

**B. APPROVAL OF VOUCHERS**

The Finance Committee reviewed and recommended payment for the vouches submitted for payment. Motioned by Wieczorek and seconded by Frutiger to approve payment of checks #54392 to #54440 totaling \$129,703.96 and to have a Public Works Director report to the board at the July 8 meeting regarding the Mid-State bill for equipment totaling \$11,562.00 and how that occurred. All ayes, motion carried.

**C. TREASURER'S REPORT FOR APRIL 2019 AND MAY 2019**

McCredie gave the *April 2019* Treasurer's report with the beginning balance in the checking account of \$2,278.40, deposits totaling \$247,680.45, checks totaling \$179,269.05, payroll checks totaling \$28724.70 and the other expenses for the month totaling \$27,872.74 leaving an ending balance of \$14,092.36. The ending balance in the Money Market account was \$2,218,955.42. The ending balance in the Local Government Investment Pool was \$2,923,582.95. Motioned by Wilkinson and seconded by Evensen to approve the April 2019 Treasurer Report as presented. All ayes, motion carried.

McCredie gave the *May 2019* Treasurer's report with the beginning balance in the checking account of \$14,092.36, deposits totaling \$226,325.14, checks totaling \$156,366.46, payroll checks totaling \$49,272.28 and the other expenses for the month totaling \$27,189.17 leaving an ending balance of \$7,589.59. The ending balance in the Money Market account was \$1,892,049.29. The ending balance in the Local Government Investment Pool was \$2,611,741.18. Motioned by Evensen and seconded by Wieczorek to approve the May 2019 Treasurer Report as presented. All ayes, motion carried.

**D. COMMITTEE REPORTS**

**1. FIRE COMMISSION**

Frutiger reported there was discussion about the new truck replacement and installation of solar panels on the building. The Fire Commission is working with EMS to possibly consolidate the phone systems. The financial report on the Festival was not given out yet.

**2. PLANNING COMMISSION**

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

**3. LIBRARY**

Tabled.

**4. DEERFIELD CARES**

Frutiger reported that another Narcan Training and Opioid Seminars are being discussed. It is being considered to join together with Marshall and Cambridge in hopes to raise the participation of committee members.

**5. DEER GROVE EMS**

Frutiger reported that the six month review of the Chief is coming up. There was a General Intercept Agreement with Waterloo and Lake Mills that was reviewed. Life Quest submitted the annual report for 2018 showing information on dispatch by month, day, time and reason etc.

**6. PERSONNEL**

Frutiger reported that they reviewed the Personnel Manual and have some questions for Boardman Clark.

**7. COMMUNITY CENTER**

Evensen reported the meeting was cancelled. The Center does plan to have an open house for the community after they get more settled in.

**8. FINANCE**

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

**PUBLIC APPEARANCES**

**A. PUBLIC COMMENTS**

Dave Lemke spoke on the state budget and how the proposed budget modifies the payment of franchise fees and requested that the board as individuals reach out to the Governor to oppose the franchise fee change. Lemke also spoke on the

elimination of local government control over quarries and to oppose that change as well.

Marisa from Redevelopment Resources stated that they will continue bringing grant applications to the Planning Commission so they are ready when things do move forward in TID #3.

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

**NEW BUSINESS**

**A. RESOLUTIONS**

**B. LICENSES & PERMITS**

**1. CONSIDER ISSUANCE OF A TWO (2) YEAR SECONDHAND SELLERS LICENSE TO DENNIS BORGER D.B.A. OLD DEERFIELD ANTIQUES FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2021**

The Board reviewed the two (2) year Secondhand Sellers application from Dennis Borger for Old Deerfield Antiques and found no reason for denial. Motion by Tebon and seconded by Evensen to approve the issuance of a Secondhand Sellers license to Dennis Borger d.b.a. for Old Deerfield Antiques for the period of July 1, 2019 to June 30, 2021. All ayes, motion carried.

**2. CONSIDER ISSUANCE OF A CIGARETTE LICENSE TO JEROME STOIKES CO LLC, D.B.A. MOBIL ON MAIN, 216 S. MAIN ST., LOEDER OIL CO, INC. D.B.A. LOEDER BP DEERFIELD/WILLIAM LOEDER, 109 N. MAIN ST., AND RAILHOUSE BAR, LLC, 12 S. INDUSTRIAL PARK ROAD FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020**

The documents for cigarette license applications were reviewed and found no reasons for denial. Motion by Evensen and seconded by Tebon to approve the issuance of cigarette licenses to Jerome Stoikes Co., LLC, d.b.a. Mobil on Main, 216 S. Main St., Loeder Oil Co., Inc. d.b.a. Loeder BP Deerfield/William Loeder, 109 N. Main St. and Railhouse Bar, LLC, 12 S. Industrial Park Rd. for the period of July 1, 2019 to June 30, 2020. All ayes, motion carried.

**3. CONSIDER ISSUANCE OF A CLASS "A" BEER AND "CLASS A" LIQUOR LICENSE TO JEROME STOIKES CO LLC, D.B.A. MOBIL ON MAIN, 216 S. MAIN ST. AND WILLIAM LOEDER, LOEDER OIL CO. INC., D.B.A. LOEDER BP DEERFIELD, 109 N. MAIN ST. FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020**

The documents for Class "A" Beer and "Class A" liquor license application were reviewed and found no reasons for denial. Motion by Tebon and seconded by Wilkinson to approve the issuance of Class "A" Beer and "Class A" Liquor License to Jerome Stoikes Co. LLC, d.b.a. Mobil on Main, 216 S. Main St., William Loeder Oil Co. Inc., d.b.a. Loeder PB Deerfield, 109 N. Main St. for the period of July 1, 2019 to June 30, 2020. All ayes, motion carried.

**4. CONSIDER ISSUANCE OF A CLASS "B" BEER AND "CLASS B" LIQUOR LICENSE TO MCK CONSULTING, LLC D.B.A. SHACK'S TAP, 36 N. MAIN ST., GREEN CROSSING II, LLC D.B.A. KURT'S NEVER INN, 26 N. MAIN ST., MICHAEL R. HOTTMAN D.B.A. THE PICKLE TREE, 625 S. MAIN ST., DYLAN CLARK D.B.A. THE FLANNEL FRONTIER BAR AND GRILL, 15 N. MAIN ST. AND ARNOLD SCHULZ, D.B.A. RAILHOUSE BAR, LLC, 12 S. INDUSTRIAL PARK RD FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020**

The documents for Class "B" Beer and "Class B" liquor license applications were reviewed and found no reasons for denial. Motion by Wilkinson and seconded by Evensen to approve the issuance of a Class "B" Beer and "Class B" liquor license to MCK Consulting, LLC d.b.a. Shack's Tap, 36 N. Main St., Green Crossing II, LLC d.b.a. Kurt's Never Inn, 26 N. Main St., Michael R. Hottman d/b/a The Pickle Tree, 625 S. Main St., Dylan Clark d.b.a. The Flannel Frontier Bar and Grill, 15 N. Main St., and Arnold Schulz, d.b.a. Railhouse Bar, LLC, 12 S. Industrial Park Rd. for the period of July 1, 2019 to June 30, 2020. All ayes, motion carried

**5. CONSIDER A REQUEST FOR AN OPERATOR'S LICENSE FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020 FOR – SEE ATTACHED LIST**

The documents for operator's license applications were reviewed and found no reasons for denial. The police officers completed their review and approved the applications. Motion by Evensen and seconded by Wilkinson to approve the issuance of Operator's license to all of the applicants listed on the attached sheet for the period of July 1, 2019 to June 30, 2020. All ayes, motion carried.

**6. CONSIDER A REQUEST FOR A TEMPORARY CLASS "B" RETAILER'S LICENSE TO ST. PAULS LIBERTY LUTHERAN CHURCH FOR AUGUST 17, 2019**

The documents for a temporary Class "B" Retailer's application from St. Paul's Liberty Lutheran Church was reviewed and found no reason for denial. The event is a fund raiser to help repair the bell tower. Motion by Wieczorek and seconded by Evensen to approve the issuance of a temporary Class "B" Retailer's license to St. Paul's Liberty Lutheran Church for August 17, 2019. All ayes, motion carried.

**C. REVIEW & ACTION:**

**1. DISCUSS/CONSIDER A CONDOMINIUM PRELIMINARY PLAT FOR 131/133 PARK VIEW RD – ROGERS AND KAAREN KEENE**

Tebon reported the Planning Commission held a public hearing on June 17 and did not have objections to the proposed plan. The Keene's are requesting this change so they have flexibility in the future if they wish to split the property. Motioned by Tebon and seconded by Kositzke to approve the condominium preliminary plat, waive the requirement for an erosion control plan and an environmental assessment due to the fact that it is an existing building for 131/133 Park View Rd., Rogers and Kaaren Keene. All ayes, motion carried.

**2. DISCUSS/CONSIDER A REQUEST FROM C.M. MORRIS GROUP, INC/610 WEDVICK RD. FOR THE ERECTION OF A BUSINESS SIGN**

Tebon reported that the Planning Commission reviewed the request and had no objections to the sign plans that were presented. Motioned by Tebon and seconded by Evensen to approve the C.M. Morris Group, Inc., 610 Wedvick Rd. for the erection of a business sign. All ayes, motion carried.

**3. DISCUSS/CONSIDER VIERBICHER AGREEMENT TO PROVIDE STREETScape DESIGN CONSULTING SERVICES**

Tebon reported that the Planning Commission reviewed the agreement from Vierbicher to provide streetscape design consulting services for a redesigning of one block section of Main St. and Park Dr. to improve pedestrian safety and accessibility. Motioned by Evensen and seconded by Tebon to approve the Vierbicher agreement to provide streetscape design consulting services. 5-ayes, 1-nay, motion carried.

**ORDINANCES**

**1. ORDINANCE O-2019-02 AN ORDINANCE TO REPEAL AND RECREATE PARAGRAPH 113-197 (C)(8) WITHIN THE VILLAGE CODE OF ORDINANCES PERTAINING TO RESIDENTIAL DWELLING USES IN C-1, COMMUNITY BUSINESS DISTRICT**

Tebon reported that the Planning Commission has reviewed this change, made modifications and then held a public hearing on June 17 with no objections from the public. Discussion occurred on the language in 1.B. regarding second floor of the buildings and material requirements for the parking stalls on Park Dr. Motioned by Evensen and seconded by Frutiger to approve Ordinance O-2019-02 to repeal and recreate paragraph 113-197 (C)(8) within the Village Code of Ordinances pertaining to residential dwelling uses in C-1, Community Business District. All ayes, motion carried.

**COMMUNICATIONS**

**STAFF REPORTS**

**A. ADMINISTRATOR'S REPORT**

**ADJOURN**

Motioned by Evensen and seconded by Wilkinson to adjourn at 7:41 pm. All ayes, motion carried.

/S/ Kim Grob  
Village Deputy Clerk-Treasurer

**Village of Deerfield, Wisconsin  
RESOLUTION NO. R2019-11**

**VILLAGE BOARD OF THE VILLAGE OF DEERFIELD**

**A RESOLUTION AWARDING A WASTEWATR TREATMENT PLANT BIOSOLIDES HAULING  
CONTRACT**

WHEREAS, the Village of Deerfield is in need of annual removal of biosolids at the Wastewater Treatment Plant; and

WHEREAS, the Village of Deerfield solicited sealed bids from three (3) qualified sludge handling contractors for 3 years of aerobically digested and thickened municipal wastewater sludge from its treatment facility located at 201 Industrial Park Road, and

WHEREAS, the contract begins in the fall of 2019 through the fall of 2021, and

WHEREAS, Village received one (1) bid for the Wastewater Treatment Plant biosolids hauling contract prior to the July 1, 2019 deadline, and

WHEREAS, the Public Works Committee has reviewed the bids and recommend that the bid be awarded to Clean Harbors Environmental, and

BE IT THEREFORE RESOLVED by the Village Board of the Village of Deerfield awards a contract to Clean Harbors Environment, to provide liquid biosolids hauling, documentation, and final disposal of aerobically digested sludge on an annual basis in the amount of \$6,250.00 for 2019, \$6,560.00 for 2020 and \$6,890.00 for 2021 for up to 177,725 gallons plus \$0.35 per gallon for volume above the 10 ft. tank level plus \$3,550.00 to pressure wash and clean tank in the fall of 2020.

Adopted this 8<sup>th</sup> day of July, 2019  
Village of Deerfield  
Dane County, Wisconsin

\_\_\_\_\_  
Greg Frutiger, Village President

Attest: \_\_\_\_\_  
Elizabeth J. McCredie, Administrator, Clerk-Treasurer

Dated: \_\_\_\_\_

**Application for an "Operator's" License**  
**To Serve or Sell Fermented Malt Beverages and Intoxicating Liquors**  
 Deerfield, WI

Pd \$32.00

New

Renewal

Date 6/24/19

Simple Case ✓

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, 20 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.

DOJ ✓

Answer the following questions fully and completely:

Name of Applicant SCOTT L PROSA Phone 608 764 5775  
First (legal) Middle Last

Address of Applicant 4625 Hwy 73 Deerfield WI 53831

\*Date of Birth 9-21-1959 \*Sex male \*Race white

\*Driver's License Number P6207925934101 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? MATC Rt. Atkinson

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 LEADER OIL CO RP

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

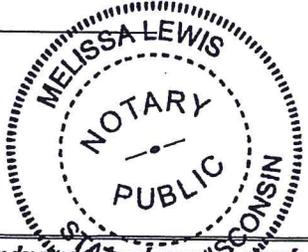
\* We request this information so we can verify your criminal and driving history.

STATE OF WISCONSIN  
 Dane County

SCOTT PROSA  
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 [Signature]  
Applicant sign here



Subscribed and sworn to before me this 17th  
 day of June, 20 19  
[Signature]  
 Notary Public, Dane County, Wisconsin

The Deerfield Police Department conducted a background check on: <u>7/2/19</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>A. Reynolds #1393</u>	Approved by Village Board:

Leader Oil

**Application for an "Operator's" License**  
 To Serve or Sell Fermented Malt Beverages and Intoxicating Liquors  
 Deerfield, WI

Pd #42.0

New

**Renewal**

Date June 24th, 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, 20 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.

Simple Case

**Answer the following questions fully and completely:**

Name of Applicant Seth RJ Stark Phone 920-728-7164  
First (legal) Middle Last

DOJ ✓

Address of Applicant 855 E Lake St, Lot 12

\*Date of Birth 05/30/1999 \*Sex Male \*Race White

\*Driver's License Number S362-7909-9190-03 State issued out of Wisconsin

\*Social Security Number 390-19-9255

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

If so, where? Waterloo BP

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 Loeder BP

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.

Loeder BP 1-11-2019

STATE OF WISCONSIN  
 Dane County

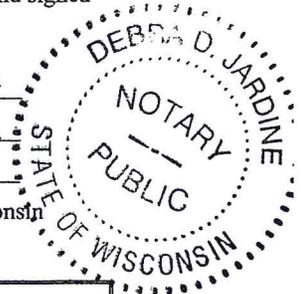
Seth Stark, being first duly sworn on oath says that (s)he is the person who made and signed

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

X Seth Stark  
Applicant sign here

Subscribed and sworn to before me this 25th  
 day of June, 20 19

Debra D Jardine  
 Notary Public, Jefferson County, Wisconsin



The Deerfield Police Department conducted a background check on: <u>7/2/19</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>A. R. [Signature] #1393</u>	Approved by Village Board:

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

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

Tax Parcel Number

117/ 0712- 214- 7274-9

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 43 N. Main Street, Deerfield, WI (the “**Property**”) is entered into by and between the Village of Deerfield, a Wisconsin municipal corporation (“**Village**”), and Klinefelter Rentals LLC and James and Scott Whiting (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. The TID 3 Project Plan, as amended, authorizes cash grants as project costs of the District.
2. The Property is within the District, and Developers own the Property and desire to renovate the Property (the “**Development**”) pursuant to the redevelopment project specifications in the TIF Assistance Application dated April 29, 2019 (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 the Development is a desirable improvement within the Village; 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 December 31, 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 \$56,000 (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, and any inspection approvals required by law are granted;

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. The Property shall be subject to property taxation for the life of TID # 3 and shall not be exempt from property taxation, in full or in part, except as required by law. Developer shall not submit any request or application for property tax exemption of the Property, in full or in part, challenge the status of the Property as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the property to exemption, in full or in part. Developer agrees that this Agreement shall constitute a restrictive covenant restricting the use of the Property to uses which are not real estate taxes until the dissolution of the District.

D. No reduction in property taxes. Until such time that the District closes, Developers will not contest any tax assessment if the contest could result in a reduction of the property’s assessed value below \$223,400.

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, execution, and recording 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 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:  
James Whiting and Scott Whiting  
P.O. Box 62  
43 N. Main St.  
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.



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

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

ATTESTED:

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

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**AUTHENTICATION**

Signatures of Gregory Frutiger, Village President, and Elizabeth J. McCredie, Village Administrator-Clerk-Treasurer, authenticated on \_\_\_\_\_, 2019.

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

**EXHIBIT A**  
**TIF ASSISTANCE APPLICATION DATED April 29, 2019**



VILLAGE OF DEERFIELD ORDINANCE O-2019-04

AN ORDINANCE AMENDING GENERAL PENALTIES FOR FIRST OFFENSES

The Village Board of the Village of Deerfield, Dane County, does hereby ordain as follows:

1. **Sec. 1-7(c)(1)** of the Municipal Code of the Village of Deerfield (prior code, § 23.04) is amended to read:
  - (1) For the first offense, a forfeiture which shall be paid to the village of not less than \$50.00 nor more than ~~\$1,000.00~~\$100.00, together with the costs of prosecution and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until said forfeiture and costs are paid, but not exceeding 90 days.
2. If any portion of this Ordinance or its application on any person or circumstance is held invalid, the validity of this Ordinance as a whole or any other provision herein or its application shall not be affected
3. This Ordinance shall take effect immediately upon passage and publication or posting, as required by law.

DATED this 8<sup>th</sup> day of July, 2019.

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By: Gregory Frutiger, Village President

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Attest: Elizabeth McCredie, Village Administrator  
Clerk/Treasurer

Adopted: \_\_\_\_\_

Vote:      Ayes: \_\_\_\_\_      Noes: \_\_\_\_\_

Published: \_\_\_\_\_