

**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, OCTOBER 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 SEPTEMBER 23, 2019**
  - B. APPROVAL OF VOUCHERS**
  - C. COMMITTEE REPORTS**
    - 1. CABLE**
    - 2. PARKS**
    - 3. JT REVIEW BOARD**
    - 4. JOINT LAW ENFORCEMENT**
    - 5. FINANCE**
- III. PUBLIC APPEARANCES**
  - A. PUBLIC COMMENTS**
- IV. UNFINISHED BUSINESS, REVIEW & ACTION THERE ON**
- V. NEW BUSINESS**
  - A. RESOLUTIONS**
    - 1. RESOLUTION R2019-20 REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX**
  - B. LICENSES & PERMITS**
  - C. REVIEW & ACTION:**
    - 1. DISCUSS/CONSIDER SALE OF 2006 WATER UTILITY TRUCK**
    - 2. DISCUSS/CONSIDER A TID #3 GRANT REQUEST FROM AND DEVELOPER'S AGREEMENT WITH KARIZMA SALON/TERA SCHROEDER – 10 LIBERTY STREET SUITE 105**
    - 3. DISCUSS/CONSIDER A TID #3 GRANT FROM AND DEVELOPER'S AGREEMENT REQUEST WITH SHERRY AND MERLIN LANGE/AMERICAN FAMILY INSURANCE – 21 N MAIN STREET**
    - 4. DISCUSS/CONSIDER A TID #3 GRANT REQUEST FROM AND DEVELOPER'S AGREEMENT WITH WILFREDO DEXTRE – 28/30 N MAIN STREET**
    - 5. DISCUSS/CONSIDER AMENDMENT TO SUBDIVISION ORDINANCE**
- VI. ORDINANCES**
- VII. COMMUNICATIONS**
- VIII. STAFF REPORTS**
- 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) 10/11/2019 (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, SEPTEMBER 23, 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 p.m. by President Frutiger. Roll call: Evensen, Wilkinson, Tebon, Kositzke and Frutiger present. Absent: Wieczorek and McMullen. Also present: see sign-in sheet on file in Clerk's office.

**CONSENT AGENDA**

Motioned by Evensen and seconded by Wilkinson to approve the September 23, 2019 Board agenda as posted. All ayes, motion carried.

**A. APPROVAL OF MINUTES FROM SEPTEMBER 9, 2019**

Motioned by Evensen and seconded by Frutiger to approve the minutes from September 9, 2019 as amended in section V (A) (1) line one to state "\$15,000 for the downtown Main Street parking stalls". All ayes, motion carried.

**B. APPROVAL OF VOUCHERS**

The members reviewed the vouchers submitted for payment which had been approved by the Finance Committee.

Motioned by Wilkinson and seconded by Evensen to approve payment of checks #54637 to #54691 totaling \$106,243.09. All ayes, motion carried.

**C. TREASURER'S REPORT FOR AUGUST 2019**

McCredie gave the August 2019 Treasurer's report with the beginning balance in the checking account of \$237.64, deposits totaling \$329,110.78, checks totaling \$253,863.39, payroll checks totaling \$28,786.51 and the other expenses for the month totaling \$25,190.04 leaving an ending balance of \$21,508.48. The ending balance in the Money Market account was \$1,626,544.86. The ending balance in the Local Government Investment Pool was \$2,730,950.81. Motioned by Evensen and seconded by Tebon to approve the August 2019 Treasurer report as presented. All ayes, motion carried.

**D. COMMITTEE REPORTS**

**1. JOINT LAW ENFORCEMENT**

Wilkinson reported that the court and police reports were reviewed. They denied a request from Rockdale for police services. The next meeting will be 10/8/19 to review court and police budgets.

**2. PLANNING COMMISSION**

Tebon reported that a grant application from Deerfield Rentals LLC was reviewed and discussed resulting in the commission returning the application to Deerfield Rentals for revisions. A grant application submitted by Alan Mikkelson for 218 W. Nelson & 102 N. Main was reviewed and forwarded to the board for approval.

**3. LIBRARY BOARD**

Leah Fritsche reported that Mary Gullickson resigned from the board and Teresa Pellitier took her place. They are starting to work on the 2020 budget.

**4. DEERFIELD CARES**

Frutiger reported that they will be helping with "Stuff the Squad" event on 10/23/19.

**5. DCCVA**

Frutiger reported that they discussed the Madison Metropolitan Sewer District budget increase and the requirements for meeting the DNR regulations. There was a speaker talking about the F35 planes possibly coming to Madison. The City of Madison is considering a plastic straw ban and the City of Middleton is considering plastic straw and plastic bag ban.

**6. DEERGROVE EMS**

Frutiger reported that they discussed the transport agreement with Stoughton Hospital. They passed a new vehicle operation procedure. A rate increase was passed for non-residents.

**7. COMMUNITY CENTER**

Evensen reported that the outside building is being assembled. There has been much interest in using the kitchen by people.

**8. FINANCE**

Frutiger reported that they discussed using the cell tower revenue for covering wages worked on the baseball field project and it was declined. All other items are on tonight's agenda.

**PUBLIC APPEARANCES**

**A. MUNICIPAL NEEDS STUDY PRESENTATION – BARRINETOS DESIGN & CONSULTING**

Barrientos gave a presentation of their Municipal needs study. They were retained in July to conduct a needs study of village buildings which include the Village Hall, Historical Society, Public Works and Police Station.

**B. PUBLIC COMMENTS**

Dave Dinkel asked about the upcoming weeks of the TID #3 timeline.

Karen Romonouski asked about 202 Liberty Street and her concern for the condition of the house, as it looks abandoned and become an eye sore.

**NEW BUSINESS**

**A. RESOLUTIONS**

**1. CONSIDERATION OF RESOLUTION R2019-16 APPROVING AN AMENDMENT TO THE PROJECT PLAN OF TAX INCREMENTAL DISTRICT NO. 3**

Motioned by Tebon and seconded by Evensen to approve Resolution R2019-16 approving an amendment to the project plan of Tax Incremental District No. 3. All ayes, motion carried.

**2. CONSIDERATION OF RESOLUTION R2019-17 CREATING TAX INCREMENTAL DISTRICT NO. 6, APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES**

Motioned by Evensen and seconded by Tebon to approve Resolution R2019-17 creating Tax Incremental District No. 6, approving its project plan and establishing its boundaries. All ayes, motion carried.

**B. LICENSES & PERMITS**

**1. CONSIDER A REQUEST FOR AN OPERATOR'S LICENSE FOR THE PERIOD OF SEPTEMBER 24, 2019 TO JUNE 30, 2020 FOR LUDWIG K. HANSEN**

The Finance Committee and Police Dept. reviewed the requests for an Operator's license from Ludwig Hansen for the period of September 24, 2019 to June 30, 2020 and found no reasons for denial and recommended their issuance. Motioned by Wilkinson and seconded by Evensen to approve the issuance of Operator licenses to Ludwig Hansen for the period of September 24, 2019 to June 30, 2020. All ayes, motion carried.

**C. REVIEW & ACTION:**

**1. DISCUSS/CONSIDER CONTRACT WITH BARRIENTOS DESIGN & CONSULTING FOR CONCEPT DESIGN OF THE NEW VILLAGE HALL**

The proposal equates to approximately 200 hours of time, which includes developing three concepts, choosing one design from the three, turning the chosen design into a schematic design and site analysis. Agenda item tabled to give trustees time to review the Municipal Needs Study.

**2. DISCUSS/CONSIDER SETTING THE 2019 TRICK OR TREAT DATE/HOURS**

Motion by Tebon and seconded by Evensen to approve trick or treating for October 31, 2019 from 5:00 p.m. to 7:00 p.m. All ayes, motion carried.

**3. DISCUSS/CONSIDER REQUEST TO AMEND TID #3 BOUNDARIES**

Agenda item tabled until information is received from business owners that are requesting the amendment.

**4. DISCUSS/CONSIDER DGEMS 2020 BUDGET**

The board reviewed the DGEMS 2020 budget. Motioned by Evensen and seconded by Kositzke to approve the DGEMS 2020 budget. All ayes, motion carried.

**5. DISCUSS/CONSIDER DOT MULTIMODEL LOCAL SUPPLEMENT PROGRAM**

McCredie explained that the DOT has grant money available and the plan is for Town & Country to pursue grant funds for W. Nelson Street. Town & Country stated they would apply for the grant on behalf of the village with no charge to the village. Motioned by Evensen and seconded by Kositzke to approve Town & Country to move forward with applying on behalf of the village for the DOT multi-model local supplement program for W. Nelson Street. All ayes, motion carried.

**ORDINANCES**

**1. ORDINANCE O-2019-05 AN ORDINANCE REPEALING AND RECREATING ARTICLE VII OF CHAPTER 2 OF PART 1 OF THE VILLAGE CODE RELATED TO PUBLIC RECORDS AND ADOPTING THE WISCONSIN MUNICIPAL RECORDS SCHEDULE FOR THE RETENTION AND DESTRUCTION OF VILLAGE RECORDS**

Attorney Smith explained Wisconsin's updates on record retentions and how Municipalities can adopt the schedule. Motioned by Evensen and seconded by Frutiger to approve Ordinance O-2019-05 repealing and recreating Article VII of Chapter 2 of Part 1 of the Village Code related to Public Records and adopting the Wisconsin Municipal Records Schedule for the retention and destruction of Village records. All ayes, motion carried.

**COMMUNICATIONS**

**STAFF REPORTS**

**A. ADMINISTRATOR'S REPORT**

There is a Historical Society meeting planned for 10/14/19 at 6:30 p.m. to be held at the Library. They are looking at electing new officers and discussing future plans.

Police Officer VandeBurgt requested approval, on behalf of the Lions Club, for closing Park Drive for the Chilifest on 9/28/19. There will be one lane open to allow residents through. The Lions Club was going to be informed that they will need to acquire approval by the board in the future.

**B. DRAINAGE DISTRICT 23**

McCredie explained how some of Village property falls into Dane County Drainage District 23 which primarily follows Koshkonong and Mud Creeks. The Dane County Drainage Board is looking at cleaning up this district to have better flowage of water in this area.

**ADJOURN**

Motioned by Evensen and seconded by Tebon to adjourn at 8:42 pm. All ayes, motion carried.

/S/ Kim Grob  
Deputy Clerk-Treasurer

**Village of Deerfield, Wisconsin  
RESOLUTION NO. R2019-20**

**VILLAGE BOARD OF THE VILLAGE OF DEERFIELD**

**Resolution Requesting Exemption from County Library Tax**

WHEREAS the Dane County Board has established a county library and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS the Dane County Library Board has determined that the library serving the Village of Deerfield meets the minimum standards of operation established by the County Board (RES 185, 2011-2012; RES 98, 2013-2014; RES 233, 2016-2017) in compliance with Section 43.11 (3) (d) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS the Village of Deerfield will appropriate in 2019 and expend in 2020 an amount in excess of that calculated above in support of its library,

NOW THEREFORE BE IT RESOLVED that the Village of Deerfield hereby requests of the Dane County Board of Supervisors that the Village of Deerfield be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that confirmed copies of this resolution will be forwarded by the City/Village clerk to the following party:

Tracy Herold, Director  
Dane County Library Service  
1874 S. Stoughton Rd.  
Madison, WI 53716

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

Vote: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title of Person signing



**REDEVELOPMENT  
RESOURCES**

**Project Name:** Karizma Salon Purchase and Renovation  
**Applicant:** Tera Schroeder  
**Address:** 10 Liberty St #105  
**Amount requested:** \$38,640

### **Consistency with TID Grant Guidelines**

This project meets the following Objectives of the TID Grant Manual:

#1 To maintain and promote a diverse mix of employment opportunities to minimize seasonal or cyclical employment fluctuations.

#2 To encourage the creation and retention of permanent jobs which represent a range of wage scales appropriate to the skills and experience of the area labor force.

#3 To encourage the leveraging of new private investment in the community.

#4 To maintain a positive business climate which encourages the retention and expansion of existing business and industry and helps to attract desirable new business, industry, and services.

#9 To provide needed services.

### **Eligibility**

As the prospective buyer of the unit, Ms. Schroeder is an eligible applicant under the TIF Grant Manual. The acquisition and renovation expenses for which grant money is being requested are considered Eligible Activities under the Grant Manual.

### **Project Description**

Karizma Salon is planning to purchase and update a larger suite than the one they are currently leasing in order to expand their business in Deerfield. With a larger and upgraded space, they will be able to hire an additional stylist to handle their high demand and will eventually be able to expand their services to include nails and tanning. Specifically, the portion of the project for which funds are being requested include:

- A portion of the acquisition of the unit: \$75,500 total (\$10,889 grant)
- Renovations to update
  - Plumbing: \$10,000
  - HVAC: \$1,550
  - Electric: \$7,480
  - Upgrades to permanent fixtures (floors and cabinetry): \$8,721

The total investment of the project will be approx. \$111,000 and they are requesting \$38,640 of that to assist with the acquisition and build-out. A full breakdown of investment is on the next page.





### Community Benefits

This project is beneficial to the community because it allows the business to own their own space and put down permanent roots in Deerfield. Their business attracts clients to downtown from Deerfield and many other communities, many of whom stop into other Deerfield businesses as part of their trip. The electrical, HVAC, and plumbing work they are doing to split the utilities from their current suite will also make that suite more viable for potential businesses or buyers in the future.

### Sources & Uses

These sources of funds and their uses cover the entire investment Ms. Schroeder is making in this project. While not all expenses listed here are eligible for grant funds, the grant funds will ONLY be spent on eligible uses (acquisition and renovation). The other expenses will be covered by other sources, such as owner's equity and traditional financing.

	Owner's Equity (13%)	Bank Loan (52%)	TID 3 Grant (35%)	Total
Acquisition	\$ 7,110	\$ 57,500	\$ 10,889	\$ 75,500
Renovation	\$ -	\$ -	\$ 27,751	\$ 27,751
Fixtures & Equip.	\$ 7,890	\$ -	\$ -	\$ 7,890
<b>Total</b>	<b>\$ 15,000</b>	<b>\$ 57,500</b>	<b>\$ 38,640</b>	<b>\$ 111,140</b>



# VILLAGE OF DEERFIELD

4 North Main St., P.O. Box 66, Deerfield, WI. 53531

TELEPHONE: 608-764-5404

FAX: 608-764-5807

Village President: Greg Frutiger  
Village Administrator / Clerk-Treasurer: Elizabeth McCredie  
www.deerfieldwi.com

Village of Deerfield  
TIF Assistance Application  
Approved to Form April 18, 2011

Date 07-11-19

Fees Paid \_\_\_\_\_  
Per Section 2.4(1) & (2)

### APPLICANT INFORMATION

### PROJECT INFORMATION

Property Owner Tera Schroeder

Business Name Karizma Hair Salon

Mailing Address 1142 Boughton St #1

Project Title Purchase/Expansion

Watertown WI 53098

Project Address 10 Liberty Ste 105

Contact Person Tera Schroeder

Deerfield WI 53531

Contact Address 1142 Boughton St #1

Watertown WI 53098

Contact Person phone 920-285-9477

e-mail teraschroeder55@gmail.com

Parcel Number	Year <u>2018</u> Assessed Value	Year <u>2018</u> Equalized Value
<u>0712-214-4209-1</u>	<u>\$ 61,500</u>	<u>\$ 69,001</u>

Information found on tax bills.

- 1) Description of project (250 words or less) addressing the following: *See attached*
  - a) Benefit to TID #3 and community
  - b) Type of Project (Residential/Commercial)
  - c) Redevelopment or New
  - d) Number of project jobs to be created (if any)
  
- 2) Type of incentive being requested.
  - a) Pay as you go
  - b) Upfront payment
  - c) Other \_\_\_\_\_
  
- 3) Estimated Value increase of property.

Construction Year	Value	Type
<i>2019</i>	<i>27,700</i>	<i>remodel</i>

- 4) Why assistance is needed (250 words or less). *see attached*
  
- 5) Description of source of other funds with supporting documents. *see attached*
  
- 6) For Grant/Incentive request over \$25,000.00 the following are also required.
  - a) Site Plans
  - b) Building Plans
  - c) Plat Plans

Return application to: Elizabeth McCredie  
 P.O. Box 66  
 Deerfield, WI 53531

Karizma Hair Salon LLC  
10 Liberty St. Suite 105  
Deerfield WI 53531  
608-764-1888

07/10/2019

Village of Deerfield  
TIF Assistance Application

Karizma Hair Salon is planning to expand their business by adding additional services and hiring more stylists. To accommodate this growth, we plan to purchase a larger suite at 10 Liberty St. Suite 105 Deerfield WI 53531 and invest significant work to make it more viable for a business. Planned renovations include adding walls and flooring, updating plumbing and electrical, and separating water, electric, and HVAC from existing attached unit. The total project investment will be approximately \$111,140. We are able to invest \$72,500 of our own money and a bank loan, and are requesting a grant of \$38,640 to make the project feasible. The grant will support purchasing and upgrading the unit.

At Karizma Hair Salon, we create trusting relationships by inspiring and empowering others to recognize their individual beauty and instill confidence in themselves. We strive to meet all client needs. We currently offer professional hair color services, precision cuts and razor cuts, facial waxing, perms, specialty styles, braiding, curls, straightening, and all other hair care services. We provide purchase of hair products for proper home hair care. We specialize in achieving all beauty needs of women, men, and children.

Karizma Hair Salon opened on June 16, 2018 in Deerfield Wisconsin. Tera and Jennifer, owners and stylists of Karizma, worked as hairstylists at a previous location together for four years in Lake Mills. Knowing that Deerfield had no beauty salon, we decided to open our own salon here and have been well-supported by the community. Since then, Karizma has served 1500 clients, most of whom are from Deerfield and neighboring communities. Now we are ready to take the next step to expand our business and own our space for a more permanent situation.

Karizma Hair Salon's current location only has space for two employees. With the client base growing, we have had to turn away appointments due to limited space. Purchasing a larger suite than the one we currently lease will allow us to hire an additional stylist and serve more clients. This expansion would also allow room for tanning and nail services and therefore the potential for more employment opportunities. These new services are requested daily by current and potential clients, as there are few locations offering them in the surrounding communities.

Karizma Hair Salon is an asset to Deerfield, attracting customers to Liberty Commons and the downtown area who often make stops at other businesses before or after their appointment. Bringing the community together and helping it grow is a priority for the Karizma Hair Salon team.

Sincerely,  
Tera Schroeder



**Karizma Salon Development Project Sources and Uses**

	Cash	Bank	TID 3 Grant	Total
Acquisition	\$ 7,110	\$ 57,500	\$ 10,889	\$ 75,500
Build-out	\$ -	\$ -	\$ 27,751	\$ 27,751
Fixtures & Equip.	\$ 7,890	\$ -	\$ -	\$ 7,890
<b>Total</b>	<b>\$ 15,000</b>	<b>\$ 57,500</b>	<b>\$ 38,640</b>	<b>\$ 111,140</b>



Tera Schroeder <teraschroeder55@gmail.com>

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## Letter for grant

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Jacob Schneider <jschneider@statebankoffreeseville.com>  
To: Tera Schroeder <teraschroeder55@gmail.com>

Wed, Jul 10, 5:27 PM

Tera:

Thank you for reaching out again – busy week as I am sure you are having as well. At this time, my best “guess” for closing costs would be somewhere around \$3,000 by the time we calculate an appraisal of the facility, title insurance, and other fees such as inspection, recording fees, etc. We are in the very preliminary stages of discussion, so unfortunately, I cannot be much more accurate than a guess at this time.

When we last reviewed your information, we estimated a potential \$57.5K loan which was about 79-80% of a potential purchase price of a commercial building of \$72,500. With our basic review, it appeared your cash flow could support such a request. Now, we will have to go through a formal application process and review updated financials (among other underwriting requirements) to verify that. Also, if your potential purchase price or loan amount change, we will need to refigure the numbers. When you have a more detailed review of your purchase plan for the proposed facility, we can sit down again to conduct a more thorough review.

Thank you again and have a great week!

[Quoted text hidden]

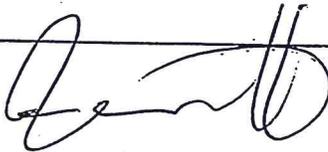
INVOICE NO.

364396

ESTIMATE 5/3/19

INVOICE

SOLD TO		SHIPPED TO		VIA	
ADDRESS		ADDRESS J.A. Plumbing Lic # 253406			
CITY, STATE, ZIP		CITY, STATE, ZIP BOB 944 1676			
CUSTOMER'S ORDER	SALESPERSON	TERMS	F.O.B.	DATE	
CONSTRUCT NEW SALON WALK INCLUDES:					
Double the two Shampoo Bowls					
1 - WATER HEATER					
1 - WATER SOFTNER					
1 - WASHED DRYER					
INSTALL NEW PVC WASTE LINE					
IN TUNNEL UNDER SALON, NEW					
WATER LINE (PEX) IN CEILING					
40-50 HRS LABOR					
MATERIAL & FITTING \$1500.00					
TOTAL \$10,000.00					

Thank you 

**Buss Electrical Contracting LLC**  
 W10971 State Highway 19  
 Waterloo, WI 53594 US  
 (920) 253-6568  
 busselectricalcontracting@gmail.com  
 busselectricalcontracting.com

# Estimate

ADDRESS Karizma Hair Salon 10 Liberty St. Suite 109 Deerfield, WI 53531
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ESTIMATE #	DATE
1321	05/10/2019

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	AMOUNT
05/10/2019	<b>Sales</b> Furnish and install wiring for new hair and tanning salon to include: 1-100 amp 3-phase feeder so electric panel has own meter. 2-220v circuits for tanning beds with remote timers. 1-30 amp 220v circuit for water heater. 1-20 amp 110v circuit for furnace. 1-30 amp 220v circuit for roof AC. 3-dedicated 20 amp circuits for styling stations. Raise 2 outlets by shampoo bowls. 1-outlet for wall mount TV. 1-20 amp 110v outlet for washer/dryer.  Labor and Material: \$7480.00	7,480.00
<b>TOTAL</b>		<b>\$7,480.00</b>

Accepted By

Accepted Date

**BH&AC**

BROWN HEATING  
AND AIR CONDITIONING

608-764-8649

*Our mission is to provide the highest quality HVAC products at competitive prices with the best service in the business.*

# Brown Heating & Air Conditioning, Inc. Proposal / Contract

Date: June 10, 2019

Tech: Jerry Brown

Jennifer Brown

Tera Schroeder

Liberty Commons

10 Liberty Street

Suite #105

Deerfield, Wisconsin 53531

Phone: 920-647-6301

Email: karizmahairsalon18@gmail.com

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We Hereby Submit Specifications and Estimates for:

We will clean and check existing equipment, change all the filters, cap off the duct to the adjoining suite, and install an exhaust fan. Cost includes materials, labor, and applicable sales tax.

**Total: \$ 1,550.00**

**We propose to hereby furnish materials and labor – completed in accordance with above specifications, for the sum of: \_\_\_\_\_**

**Commencement and completion dates:** Exact commencement and completion dates will vary depending upon when this proposal is returned to Brown. Tentatively, this project will commence on a date to be agreed upon between the parties, and be completed by the date agreed upon by the parties. Exact dates may be discussed further at the Owner's request upon acceptance of this Proposal. Owner recognizes that delays may occur beyond the control of Brown.

**Warranties:** All materials are guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Some products have individual warranties. If any such warranties are applicable to this contract, they will be listed above in the "Specifications and Estimates" section. Brown warrants its work and materials for one year from the date of Brown's completion of the contract. In the event of a claim for defective labor/service/material, customer's sole remedy shall be for replacement, or at Brown's option, a refund of their value as determined by Brown in accordance with the provisions of this contract. In the event a breach of warranty occurs, the customer shall notify Brown within three months of customer's discovery of any defect or breach. Manufacturer's warranties will be delivered when the product is installed and the terms of such manufacturer's warranty shall supersede any other warranty.

**Insurance:** Brown's workers are fully covered by Worker's Compensation Insurance. A copy of this insurance is available for inspection and will be provided upon request of the Owner. Owner is responsible for carrying fire, tornado and other necessary insurance.

**Damages:** Except for claims directly arising from personal injury or death, Owner shall not be able to recover on any claim, whether arising under contract or in tort or arising under any legal or equitable theory, in excess of the actual dollar amount paid to Brown by the Owner under the terms of the contract.

**Arbitration and Attorney's Fees:** Disputes arising under the contract shall be resolved through binding arbitration administered by the American Arbitration Association using a single arbitrator, unless the suit is for collection of payment upon the contract or for foreclosure of lien rights, in which case Brown retains the right to commence and prosecute such action in a court of competent jurisdiction. This provision is not intended and shall not be construed as limiting the lien rights asserted under this contract by Brown. Any arbitration proceeding shall be conducted in Madison, Wisconsin. The predominately prevailing party in any dispute between the parties, whether in arbitration or any other competent jurisdiction, as determined by the arbitrator/judge, will be entitled to direct costs and expenses including reasonable attorney's fees, even if such fees exceed the amount in controversy, to be paid by the non-prevailing party.

**Late Payment and Collection:** All payments not made within 14 days of the due date are considered late and shall accrue interest at a rate of 18% per year (1.5% per month). Brown retains the right to commence and prosecute suits for the collection of payments under the contract and foreclosure of lien rights in a court of competent jurisdiction. The non-prevailing party will pay the costs and attorney's fees of the prevailing party.

**Notice of Lien Claim:** Brown hereby notifies Owner that persons or companies, including Brown, furnishing labor or materials for the construction on Owner's land may have lien right on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Brown, are those who contract directly with the Owner or those who give the Owner within 60 days after they first furnish labor or materials for the construction, and should give a copy of each notice to the mortgage lender, if any. Brown agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.

**Right to Lien Waiver:** Upon completion of the contract by Brown and payment by the Owner, Brown will furnish to the Owner lien waivers in writing from all contractors, subcontractors, and material suppliers who asserted a lien claim consistent with Wisconsin Construction Lien Law.

The Undersigned hereby agree to the preceding terms.

### Acceptance Signatures

  
Brown Authorized Signature

June 12, 2019  
Date

\_\_\_\_\_  
Owner Acceptance Signature #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Acceptance Signature #2 (if applicable)

\_\_\_\_\_  
Date

#### Right of Cancellation

Buyer may cancel this transaction, without penalty or obligation, within three (3) days from the following

\_\_\_\_\_ (date of transaction).

If buyer cancels contract, any property traded, any payments made under the Contract or Sale, and any negotiable instrument will be returned within ten (10) business days following receipt of the Seller of cancellation notice, and any mechanic's lien arising out of the transaction will be cancelled.

If Buyer cancels, any goods delivered under this Contract or Sale must be made available to the Seller at the Buyer's residence in substantially as good condition as when received; or the Buyer may comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If the Buyer makes goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of the Notice of Cancellation, goods may be retained or disposed of without further obligation. If the Buyer fails to make goods available to the Seller, or if the Buyer agrees to return goods to Seller and fails to do so, Buyer then remains liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice.

To: \_\_\_\_\_ At \_\_\_\_\_ not later than  
(Name of Seller) (Seller's Address at Place of Business)

midnight of \_\_\_\_\_ . I hereby cancel this transaction. \_\_\_\_\_  
(Date) (Buyer's Signature and Date)

**Creative Home Improvements LLC**  
 210 Legreid St  
 Deerfield, WI 53531 US  
 (608) 333-8494  
 ch.improvements123@yahoo.com



## ESTIMATE

### ADDRESS

Karizma Hair Salon  
 10 Liberty St. Suite 109  
 Deerfield, WI 53538

**ESTIMATE # 1032**

**DATE 06/26/2019**

**EXPIRATION DATE 07/12/2019**

ACTIVITY	QTY	RATE	AMOUNT
Salon Area- Scope of work.-- Build wall 8 foot long 12 inches out, Drywall, Texture, Paint, install counter top, remove carpet, install vinyl base (base supplied by owner), paint walls (color picked by owner), install new floor (owner supplies flooring).			
<b>Materials</b>		0.00	565.00
Materials supplied by Creative Home Improvements to complete above scope of work for salon area.			
<b>Labor</b>			2,200.00
Labor to complete the above scope of work for the salon area.			
Waiting area- Scope of work- Remove glass window and install counter top, move wood door to make another entry, make other opening into tanning room and finish it off as just an opening, paint waiting room walls (color picked by owner).			
<b>Materials</b>		0.00	650.00
Materials supplied by Creative Home Improvements to complete the above scope of work for waiting area.			
<b>Labor</b>			785.00
Labor to complete the above scope of work for the waiting area.			
Tanning rooms- Scope of work-- Add 2 walls 92 inches tall to separate the two tanning rooms and create 3 foot hallway to break room. Build walls, drywall, tape and mud, texture and paint, install vinyl base, and add 1x4 trim to top of the walls to finish off. Remove old carpet, install new flooring (owner supplied).			
<b>Materials</b>		0.00	1,015.00
Materials supplied by Creative Home Improvements to complete the above scope of work for tanning rooms.			
<b>Labor</b>			1,680.00
Labor to complete the above scope of work for the tanning room area.			
Break room area- Scope of work- Remove cabinets and			

ACTIVITY	QTY	RATE	AMOUNT
countertops for plumbing work to be completed, drywall repairs after plumber is done, re-install cabinets and countertops to owners dimension.			
<b>Materials</b> Materials supplied by Creative Home Improvements to complete the above scope of work for the break room area.		0.00	145.00
<b>Labor</b> Labor to complete the above scope of work for the break room.			350.00
Old salon area- Scope of work- remove flooring from wall and repair drywall. Patch in heating register if blocked off.			
<b>Materials</b> Materials supplied by Creative Home Improvements to complete the above scope of work for the old salon area.		0.00	75.00
<b>Labor</b> Labor to complete the above scope of work for the old salon area.			200.00

Thank you for the opportunity to provide you this estimate. Please let me know if you have any questions.

**TOTAL**

**\$7,665.00**

Accepted By

Accepted Date



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

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

**10 LIBERTY STREET, #105**

Tax Parcel Number

117/ 0712- 214- 4209-1

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 10 Liberty Street, #105, Deerfield, WI (the “**Property**”) is entered into by and between the Village of Deerfield, a Wisconsin municipal corporation (“**Village**”), and Tera Schroeder and Karizma Hair Salon LLC (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 desire to purchase and renovate the Property (the “**Development**”) pursuant to the project specifications in the TIF Assistance Application dated July 11, 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 April 30, 2020.
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 \$38,640.00 (the “**Grant**”) in tax incremental financing to be used for the

Development in accordance with the Application. The Grant as paid shall not exceed \$10,889.00 for the purchase of the Property plus the actual costs incurred by Developers to complete the plumbing, HVAC, electric, and floors and cabinetry renovations in accordance with the Application.

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

i. The Property is owned in fee simple by at least one Developer;

ii. The specific improvement components contemplated by the Application are fully complete, and any inspection approvals required by law are granted;

iii. 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

iv. 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. Developers 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. Developers agree that this Agreement shall constitute a restrictive covenant restricting the use of the Property to uses which are not exempt from 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 \$103,200.00.

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. Nothing in this Agreement waives any obligation or requirement of Developers to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor obligates the Village to grant any approval, license, permit, variance, exception, or conditional use, 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. Governmental Immunity. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Village or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.

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:  
Tera Schroeder  
1142 Boughton Street, #1  
Watertown, WI 53098

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. Any time after acquisition of the Property by Developers, 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\***

Karizma Hair Salon LLC

\_\_\_\_\_  
Tera Schroeder, Member and Authorized Representative

INDIVIDUALLY

\_\_\_\_\_  
Tera Schroeder

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF DANE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for Dane County, Wisconsin, Tera Schroeder, personally appeared, to me known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that he or she executed the same as his or 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 \_\_\_\_\_, 2019.

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

**EXHIBIT A**  
**TIF ASSISTANCE APPLICATION DATED JULY 11, 2019**



# VILLAGE OF DEERFIELD

4 North Main St., P.O. Box 66, Deerfield, WI. 53531

TELEPHONE: 608-764-5404

FAX: 608-764-5807

Village President: Greg Frutiger  
Village Administrator / Clerk-Treasurer: Elizabeth McCredie  
www.deerfieldwi.com

Village of Deerfield  
TIF Assistance Application  
Approved to Form April 18, 2011

Date 07-11-19

Fees Paid \_\_\_\_\_  
Per Section 2.4(1) & (2)

### APPLICANT INFORMATION

### PROJECT INFORMATION

Property Owner Tera Schroeder

Business Name Karizma Hair Salon

Mailing Address 1142 Boughton St #1

Project Title Purchase/Expansion

Watertown WI 53098

Project Address 10 Liberty Ste 105

Contact Person Tera Schroeder

Deerfield WI 53531

Contact Address 1142 Boughton St #1

Watertown WI 53098

Contact Person phone 920-285-9477

e-mail teraschroeder55@gmail.com

Parcel Number	Year <u>2018</u> Assessed Value	Year <u>2018</u> Equalized Value
<u>0712-214-4209-1</u>	<u>\$ 61,500</u>	<u>\$ 69,001</u>

Information found on tax bills.

- 1) Description of project (250 words or less) addressing the following: *See attached*
- a) Benefit to TID #3 and community
  - b) Type of Project (Residential/Commercial)
  - c) Redevelopment or New
  - d) Number of project jobs to be created (if any)

- 2) Type of incentive being requested.
- a) Pay as you go
  - b) Upfront payment
  - c) Other \_\_\_\_\_

3) Estimated Value increase of property.

Construction Year	Value	Type
<i>2019</i>	<i>27,700</i>	<i>remodel</i>

- 4) Why assistance is needed (250 words or less). *see attached*
- 5) Description of source of other funds with supporting documents. *see attached*
- 6) For Grant/Incentive request over \$25,000.00 the following are also required.
- a) Site Plans
  - b) Building Plans
  - c) Plat Plans

Return application to: Elizabeth McCredie  
P.O. Box 66  
Deerfield, WI 53531

Karizma Hair Salon LLC  
10 Liberty St. Suite 105  
Deerfield WI 53531  
608-764-1888

07/10/2019

Village of Deerfield  
TIF Assistance Application

Karizma Hair Salon is planning to expand their business by adding additional services and hiring more stylists. To accommodate this growth, we plan to purchase a larger suite at 10 Liberty St. Suite 105 Deerfield WI 53531 and invest significant work to make it more viable for a business. Planned renovations include adding walls and flooring, updating plumbing and electrical, and separating water, electric, and HVAC from existing attached unit. The total project investment will be approximately \$111,140. We are able to invest \$72,500 of our own money and a bank loan, and are requesting a grant of \$38,640 to make the project feasible. The grant will support purchasing and upgrading the unit.

At Karizma Hair Salon, we create trusting relationships by inspiring and empowering others to recognize their individual beauty and instill confidence in themselves. We strive to meet all client needs. We currently offer professional hair color services, precision cuts and razor cuts, facial waxing, perms, specialty styles, braiding, curls, straightening, and all other hair care services. We provide purchase of hair products for proper home hair care. We specialize in achieving all beauty needs of women, men, and children.

Karizma Hair Salon opened on June 16, 2018 in Deerfield Wisconsin. Tera and Jennifer, owners and stylists of Karizma, worked as hairstylists at a previous location together for four years in Lake Mills. Knowing that Deerfield had no beauty salon, we decided to open our own salon here and have been well-supported by the community. Since then, Karizma has served 1500 clients, most of whom are from Deerfield and neighboring communities. Now we are ready to take the next step to expand our business and own our space for a more permanent situation.

Karizma Hair Salon's current location only has space for two employees. With the client base growing, we have had to turn away appointments due to limited space. Purchasing a larger suite than the one we currently lease will allow us to hire an additional stylist and serve more clients. This expansion would also allow room for tanning and nail services and therefore the potential for more employment opportunities. These new services are requested daily by current and potential clients, as there are few locations offering them in the surrounding communities.

Karizma Hair Salon is an asset to Deerfield, attracting customers to Liberty Commons and the downtown area who often make stops at other businesses before or after their appointment. Bringing the community together and helping it grow is a priority for the Karizma Hair Salon team.

Sincerely,  
Tera Schroeder

A handwritten signature in black ink, appearing to read 'Tera Schroeder', with a long horizontal line extending to the right.

**Karizma Salon Development Project Sources and Uses**

	Cash	Bank	TID 3 Grant	Total
Acquisition	\$ 7,110	\$ 57,500	\$ 10,889	\$ 75,500
Build-out	\$ -	\$ -	\$ 27,751	\$ 27,751
Fixtures & Equip.	\$ 7,890	\$ -	\$ -	\$ 7,890
Total	\$ 15,000	\$ 57,500	\$ 38,640	\$ 111,140

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**Letter for grant**

---

Jacob Schneider <jschneider@statebankoffreeseville.com>  
To: Tera Schroeder <teraschroeder55@gmail.com>

Wed, Jul 10, 5:27 PM

Tera:

Thank you for reaching out again – busy week as I am sure you are having as well. At this time, my best “guess” for closing costs would be somewhere around \$3,000 by the time we calculate an appraisal of the facility, title insurance, and other fees such as inspection, recording fees, etc. We are in the very preliminary stages of discussion, so unfortunately, I cannot be much more accurate than a guess at this time.

When we last reviewed your information, we estimated a potential \$57.5K loan which was about 79-80% of a potential purchase price of a commercial building of \$72,500. With our basic review, it appeared your cash flow could support such a request. Now, we will have to go through a formal application process and review updated financials (among other underwriting requirements) to verify that. Also, if your potential purchase price or loan amount change, we will need to refigure the numbers. When you have a more detailed review of your purchase plan for the proposed facility, we can sit down again to conduct a more thorough review.

Thank you again and have a great week!

[Quoted text hidden]

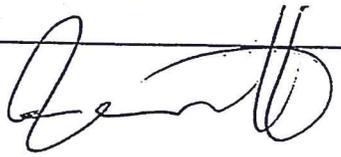
INVOICE NO. 364396

ESTIMATE 5/3/19

INVOICE

SOLD TO		SHIPPED TO		VIA	
ADDRESS		ADDRESS J-A Plumbing Lic # 253466			
CITY, STATE, ZIP		CITY, STATE, ZIP 1003 444 1676			
CUSTOMER'S ORDER	SALESPERSON	TERMS	F.O.B.	DATE	

CONSTRUCT NEW SALON/ WORK INCLUDES:					
DOUBLE TWO STAMPED BOWLS					
1 - WATER HOTTER			MATERIAL		
1 - WATER SOFTNER			& FILTERS	\$1500.00	00
1 - WASHED DRYER					
INSTALL NEW PVC WASTE LINE					
IN TUNNEL UNDER SALON, NEW					
WATER LINE (PEX) IN CEILING					
			40-50 HRS	\$5000.00	
			LABOR		
				TOTAL	\$10,000.00

Thank you 

**Buss Electrical Contracting LLC**  
 W10971 State Highway 19  
 Waterloo, WI 53594 US  
 (920) 253-6568  
 busselectricalcontracting@gmail.com  
 busselectricalcontracting.com

**Estimate**

ADDRESS  
 Karizma Hair Salon  
 10 Liberty St.  
 Suite 109  
 Deerfield, WI 53531

ESTIMATE #	DATE
1321	05/10/2019

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	AMOUNT
05/10/2019	<b>Sales</b> Furnish and install wiring for new hair and tanning salon to include: 1-100 amp 3-phase feeder so electric panel has own meter. 2-220v circuits for tanning beds with remote timers. 1-30 amp 220v circuit for water heater. 1-20 amp 110v circuit for furnace. 1-30 amp 220v circuit for roof AC. 3-dedicated 20 amp circuits for styling stations. Raise 2 outlets by shampoo bowls. 1-outlet for wall mount TV. 1-20 amp 110v outlet for washer/dryer.  Labor and Material: \$7480.00	7,480.00
<b>TOTAL</b>		<b>\$7,480.00</b>

Accepted By

Accepted Date



Our mission is to provide the highest quality HVAC products at competitive prices with the best service in the business.

# Brown Heating & Air Conditioning, Inc. Proposal / Contract

Date: June 10, 2019

Tech: Jerry Brown

Jennifer Brown  
Tera Schroeder

Liberty Commons  
10 Liberty Street  
Suite #105  
Deerfield, Wisconsin 53531

Phone: 920-647-6301

Email: karizmahairsalon18@gmail.com

---

We Hereby Submit Specifications and Estimates for:

We will clean and check existing equipment, change all the filters, cap off the duct to the adjoining suite, and install an exhaust fan. Cost includes materials, labor, and applicable sales tax. **Total: \$ 1,550.00**

We propose to hereby furnish materials and labor – completed in accordance with above specifications, for the sum of: \_\_\_\_\_

**Commencement and completion dates:** Exact commencement and completion dates will vary depending upon when this proposal is returned to Brown. Tentatively, this project will commence on a date to be agreed upon between the parties, and be completed by the date agreed upon by the parties. Exact dates may be discussed further at the Owner's request upon acceptance of this Proposal. Owner recognizes that delays may occur beyond the control of Brown.

**Warranties:** All materials are guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Some products have individual warranties. If any such warranties are applicable to this contract, they will be listed above in the "Specifications and Estimates" section. Brown warrants its work and materials for one year from the date of Brown's completion of the contract. In the event of a claim for defective labor/service/material, customer's sole remedy shall be for replacement, or at Brown's option, a refund of their value as determined by Brown in accordance with the provisions of this contract. In the event a breach of warranty occurs, the customer shall notify Brown within three months of customer's discovery of any defect or breach. Manufacturer's warranties will be delivered when the product is installed and the terms of such manufacturer's warranty shall supersede any other warranty.

**Insurance:** Brown's workers are fully covered by Worker's Compensation Insurance. A copy of this insurance is available for inspection and will be provided upon request of the Owner. Owner is responsible for carrying fire, tornado and other necessary insurance.

**Damages:** Except for claims directly arising from personal injury or death, Owner shall not be able to recover on any claim, whether arising under contract or in tort or arising under any legal or equitable theory, in excess of the actual dollar amount paid to Brown by the Owner under the terms of the contract.

**Arbitration and Attorney's Fees:** Disputes arising under the contract shall be resolved through binding arbitration administered by the American Arbitration Association using a single arbitrator, unless the suit is for collection of payment upon the contract or for foreclosure of lien rights, in which case Brown retains the right to commence and prosecute such action in a court of competent jurisdiction. This provision is not intended and shall not be construed as limiting the lien rights asserted under this contract by Brown. Any arbitration proceeding shall be conducted in Madison, Wisconsin. The predominately prevailing party in any dispute between the parties, whether in arbitration or any other competent jurisdiction, as determined by the arbitrator/judge, will be entitled to direct costs and expenses including reasonable attorney's fees, even if such fees exceed the amount in controversy, to be paid by the non-prevailing party.

**Late Payment and Collection:** All payments not made within 14 days of the due date are considered late and shall accrue interest at a rate of 18% per year (1.5% per month). Brown retains the right to commence and prosecute suits for the collection of payments under the contract and foreclosure of lien rights in a court of competent jurisdiction. The non-prevailing party will pay the costs and attorney's fees of the prevailing party.

**Notice of Lien Claim:** Brown hereby notifies Owner that persons or companies, including Brown, furnishing labor or materials for the construction on Owner's land may have lien right on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Brown, are those who contract directly with the Owner or those who give the Owner within 60 days after they first furnish labor or materials for the construction, and should give a copy of each notice to the mortgage lender, if any. Brown agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.

**Right to Lien Waiver:** Upon completion of the contract by Brown and payment by the Owner, Brown will furnish to the Owner lien waivers in writing from all contractors, subcontractors, and material suppliers who asserted a lien claim consistent with Wisconsin Construction Lien Law.

The Undersigned hereby agree to the preceding terms.

### Acceptance Signatures

  
Brown Authorized Signature

June 12, 2019  
Date

\_\_\_\_\_  
Owner Acceptance Signature #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Acceptance Signature #2 (if applicable)

\_\_\_\_\_  
Date

#### Right of Cancellation

Buyer may cancel this transaction, without penalty or obligation, within three (3) days from the following  
\_\_\_\_\_ (date of transaction).

If buyer cancels contract, any property traded, any payments made under the Contract or Sale, and any negotiable instrument will be returned within ten (10) business days following receipt of the Seller of cancellation notice, and any mechanic's lien arising out of the transaction will be cancelled.

If Buyer cancels, any goods delivered under this Contract or Sale must be made available to the Seller at the Buyer's residence in substantially as good condition as when received; or the Buyer may comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If the Buyer makes goods available to the Seller and the Seller does not pick them up within twenty (20) days of the date of the Notice of Cancellation, goods may be retained or disposed of without further obligation. If the Buyer fails to make goods available to the Seller, or if the Buyer agrees to return goods to Seller and fails to do so, Buyer then remains liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice.

To: \_\_\_\_\_ At \_\_\_\_\_ not later than  
(Name of Seller) (Seller's Address at Place of Business)

midnight of \_\_\_\_\_ . I hereby cancel this transaction. \_\_\_\_\_  
(Date) (Buyer's Signature and Date)

**Creative Home Improvements LLC**

210 Legreid St  
Deerfield, WI 53531 US  
(608) 333-8494  
ch.improvements123@yahoo.com



# ESTIMATE

**ADDRESS**

Karizma Hair Salon  
10 Liberty St. Suite 109  
Deerfield, Wi 53538

**ESTIMATE # 1032**

**DATE 06/26/2019**

**EXPIRATION DATE 07/12/2019**

ACTIVITY	QTY	RATE	AMOUNT
Salon Area- Scope of work.-- Build wall 8 foot long 12 inches out, Drywall, Texture, Paint, install counter top, remove carpet, install vinyl base (base supplied by owner), paint walls (color picked by owner), install new floor (owner supplies flooring).			
<b>Materials</b>		0.00	565.00
Materials supplied by Creative Home Improvements to complete above scope of work for salon area.			
<b>Labor</b>			2,200.00
Labor to complete the above scope of work for the salon area.			
Waiting area- Scope of work- Remove glass window and install counter top, move wood door to make another entry, make other opening into tanning room and finish it off as just an opening, paint waiting room walls (color picked by owner).			
<b>Materials</b>		0.00	650.00
Materials supplied by Creative Home Improvements to complete the above scope of work for waiting area.			
<b>Labor</b>			785.00
Labor to complete the above scope of work for the waiting area.			
Tanning rooms- Scope of work-- Add 2 walls 92 inches tall to separate the two tanning rooms and create 3 foot hallway to break room. Build walls, drywall, tape and mud, texture and paint, install vinyl base, and add 1x4 trim to top of the walls to finish off. Remove old carpet, install new flooring (owner supplied).			
<b>Materials</b>		0.00	1,015.00
Materials supplied by Creative Home Improvements to complete the above scope of work for tanning rooms.			
<b>Labor</b>			1,680.00
Labor to complete the above scope of work for the tanning room area.			
Break room area- Scope of work- Remove cabinets and			

ACTIVITY	QTY	RATE	AMOUNT
countertops for plumbing work to be completed, drywall repairs after plumber is done, re-install cabinets and countertops to owners dimension.			
<b>Materials</b> Materials supplied by Creative Home Improvements to complete the above scope of work for the break room area.		0.00	145.00
<b>Labor</b> Labor to complete the above scope of work for the break room.			350.00
Old salon area- Scope of work- remove flooring from wall and repair drywall. Patch in heating register if blocked off.			
<b>Materials</b> Materials supplied by Creative Home Improvements to complete the above scope of work for the old salon area.		0.00	75.00
<b>Labor</b> Labor to complete the above scope of work for the old salon area.			200.00

Thank you for the opportunity to provide you this estimate. Please let me know if you have any questions.

TOTAL

**\$7,665.00**

Accepted By

Accepted Date





**REDEVELOPMENT  
RESOURCES**

**Project Name:** Purchase and Renovation  
**Applicant:** Sherry and Merlin Lange  
**Address:** 21 N Main St  
**Amount requested:** \$46,500

**Consistency with TID Grant Guidelines**

This project meets the following Objectives of the TID Grant Manual:

- #1 To maintain and promote a diverse mix of employment opportunities to minimize seasonal or cyclical employment fluctuations.
- #2 To encourage the creation and retention of permanent jobs which represent a range of wage scales appropriate to the skills and experience of the area labor force.
- #3 To encourage the leveraging of new private investment in the community.
- #4 To maintain a positive business climate which encourages the retention and expansion of existing business and industry and helps to attract desirable new business, industry, and services.
- #6 To encourage the development of senior and other housing in the Village.
- #8 To support the downtown and main street revitalization in the Village.

**Eligibility**

As the prospective buyers of the building, the Langes are eligible applicants under the TIF Grant Manual. The renovation expenses for which grant money is being requested are considered Eligible Activities under the Grant Manual.

**Project Description**

The Langes plan to purchase the building they are currently leasing for their American Family Insurance location. Upon acquisition, they plan to:

- Upgrade the front façade with new masonry
- Update the windows and the door configuration to make it more accessible for users with mobility challenges:
- Add a restroom to the commercial space in the front of the building for employees

The total project investment will be \$148,500 and they are requesting a grant of \$46,500 to help with the renovations.

**Community Benefits**

These updates will improve curb appeal of the building and make it more consistent with other buildings on Main Street; will improve accessibility and safety; and will allow the back of the building to be returned to a residential rental unit, bringing more residents downtown and offering more housing options.

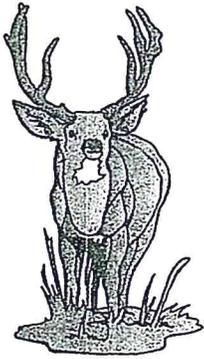


REDEVELOPMENT  
RESOURCES

### Sources & Uses

These sources of funds and their uses cover the entire project the Langes are undertaking. The sources include in-kind labor by the applicant for the façade masonry. This labor is valued at approximately \$12,000 based on industry material-to-labor ratios, but this cost will not be paid by the grant money – it is included to show the entire investment being made by the applicant.

	Owner Equity & Loans (61%)	Applicant In-Kind Labor (8%)	TID 3 Grant (31%)	Total
Acquisition	\$ 90,000	\$ -	\$ -	\$ 90,000
Interior & Exterior Improvements	\$ -	\$ 12,000	\$ 46,500	\$ 58,500
<b>Total</b>	<b>\$ 90,000</b>	<b>\$ 12,000</b>	<b>\$ 46,500</b>	<b>\$ 148,500</b>



# VILLAGE OF DEERFIELD

4 North Main St., P.O. Box 66, Deerfield, WI. 53531

TELEPHONE: 608-764-5404

FAX: 608-764-5807

Village President: Greg Frutiger  
Village Administrator / Clerk-Treasurer: Elizabeth McCredie  
www.deerfieldwi.com

Village of Deerfield  
TIF Assistance Application  
Approved to Form April 18, 2011

Date 7-8-2019

Fees Paid \$ 232.50  
Per Section 2.4(1) & (2)

## APPLICANT INFORMATION

## PROJECT INFORMATION

Property Owner Merlin + Sherry Lange Business Name Sherry ALANGE Agency LLC

Mailing Address N5282 Poppe Rd  
Jefferson, WI 53549

Project Title 21 N MAIN

Contact Person MERLIN LANGE

Project Address 21 N MAIN ST  
Deerfield, WI 53531

Contact Address N5282 Poppe Rd  
Jefferson, WI 53549

Contact Person phone 414-550-2958  
e-mail SLANGE@AMFAM.COM

Parcel Number	Year <u>2009</u> Assessed Value	Year _____ Equalized Value
<u>117/0712-214-7338-2</u>	<u>129,700</u>	

Information found on tax bills.

- 1) Description of project (250 words or less) addressing the following:
- a) Benefit to TID #3 and community
  - b) Type of Project (Residential/Commercial) *see attached*
  - c) Redevelopment or New
  - d) Number of project jobs to be created (if any)

- 2) Type of incentive being requested.
- a) Pay as you go
  - b) Upfront payment
  - c) Other \_\_\_\_\_

3) Estimated Value increase of property.

Construction Year	Value	Type
2019	\$ 58,500	Redevelopment

4) Why assistance is needed (250 words or less). *see attached*

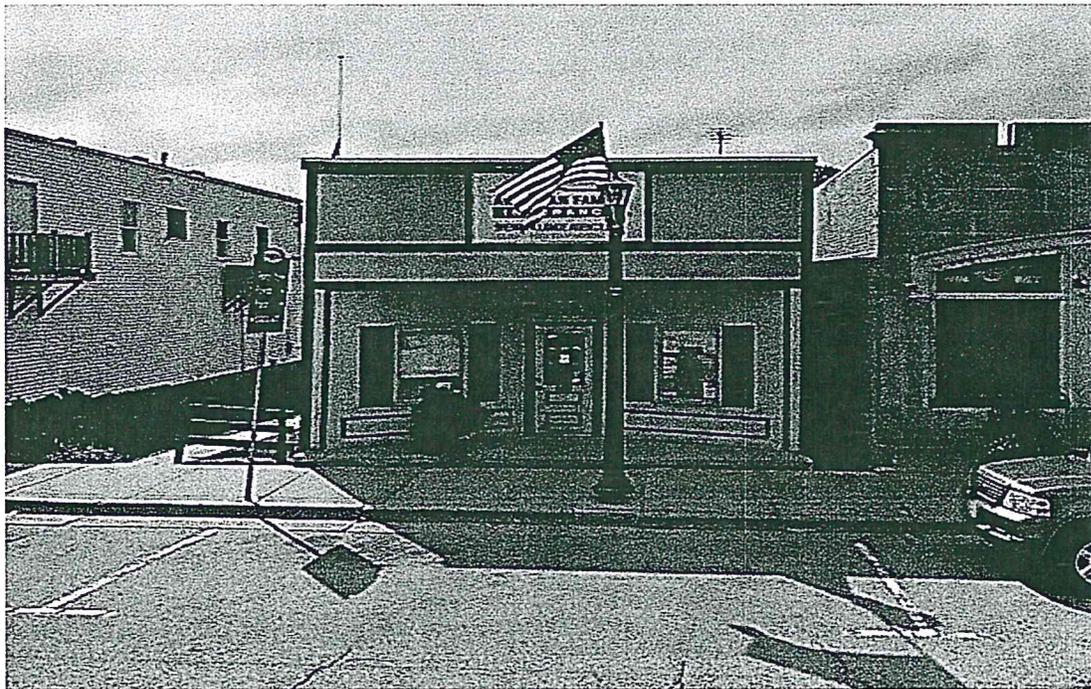
5) Description of source of other funds with supporting documents.

- ~~6) For Grant/Incentive request over \$25,000.00 the following are also required.~~
- ~~a) Site Plans~~
  - ~~b) Building Plans~~
  - ~~c) Plat Plans~~

Return application to: Elizabeth McCredie  
P.O. Box 66  
Deerfield, WI 53531

**Thank you for reviewing our request for the Building Façade and building improvements as well as necessary upgrades for 21 N Main Street, currently owned by Steven and Susan Neath with a pending offer to purchase by Merlin and Sherry Lange. We are requesting from the village a grant to support the buildout and exterior improvements of \$46,500.**

*Our project involves acquiring and upgrading the building as described below:*



**We would like to resurface the main street front with new masonry and new window/door combination making it more professional and accessible. Also, adding an ADA employee bathroom. And upgrading electrical to be code compliant.**

**Resulting in:**

- **Improved curb appeal**
- **Improved accessibility for people with mobility challenges**

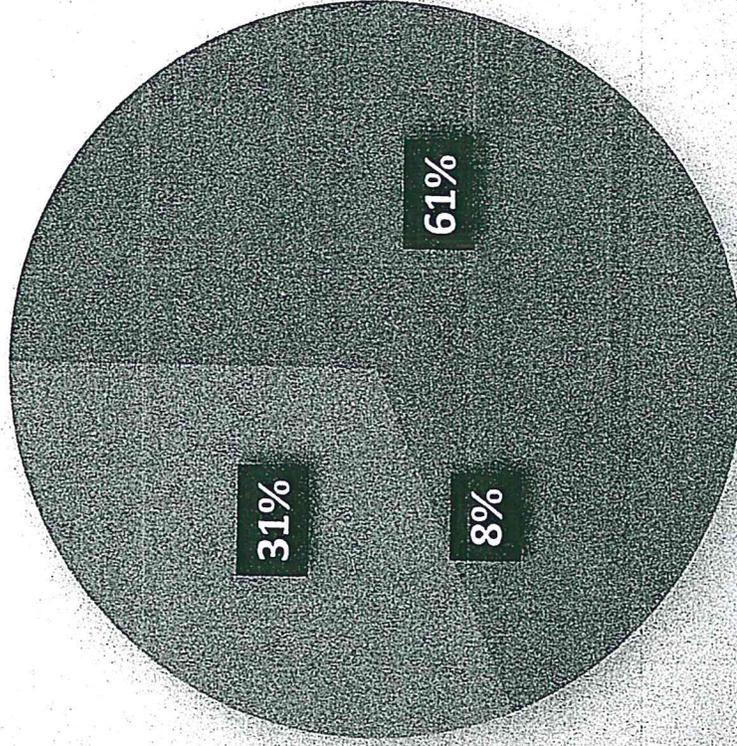
- **Changing from tenant to owner-occupied business shows our commitment to keeping our business in Deerfield.**
- **Adding a bathroom for employees will allow us to provide housing on the back of the building, bringing more life downtown.**

**Below is our Total Investment from us and our Village Partners:**

<b>Acquisition of Building</b>	<b>\$ 90,000.00</b>
<b>Owner's Labor (Merlin Lange)</b>	<b>\$ 12,000.00</b>
<b>Build Out &amp; exterior Improvements</b>	<b>\$ 46,500.00</b>
<b>TOTAL:</b>	<b>\$ 148,500.00</b>

**Attached is information of costs related to our project.**

# 21 N Main St



■ Acquisition of Building

■ Owner's Labor (Merlin Lange)

■ Build Out & exterior Improvements

## Facade Grant Information

### 21 N Main St

#### *Front Façade*

New Brick Façade	SSE Masonry	\$ 7,000.00
Replacing storefront windows including entrance door	Omni Glass	\$ 5,317.00

#### *Rear Façade*

No Upgrades at this time \$ -

#### *Outside Updates*

Replace Roof	Pioneer Roofing	\$ 21,547.00
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#### *Inside Updates*

Bathroom Addition Construction	SSE Masonry	\$ 5,000.00
Bathroom Addition Master Plumber	Geirke Plumbing	\$ 4,505.66
Electrical Update	Current Electric	\$ 3,131.00

#### **Bids Total:**

**\$ 46,500.66**

SSE Masonry LLC  
 N5282 Popp Rd  
 Jefferson, WI 53549

Phone #
414-550-2958
E-mail
merlinlange@ymail.com

# Estimate

Date	Estimate #
7/11/2019	105

Name / Address
AMERICAN FAMILY INS 21 N MAIN ST DEERFIELD WI 53531

<b>Terms</b>

Description	Total
FACADE RENOVATION THIS BID IS FOR REMOVAL OF PLWOOD SIDING -CREATE ROUGH OPENINGS FOR NEW WINDOWS AND DOOR-- FACADE WILL RECIEVE NEW MASONRY VEENER ALONG WITH UPGRADED WINDOWS AND DOOR----( EXCLUDED IN BID ARE WINDOW AND DOOR BY OTHERS ) MATERIALS	7,000.00
BATHROOM THIS BID IS FOR CONSTRUCTION OF NEW EMPLOYEE BATHROOM IN THE COMMERICAL PART OF THE BUILDING- WILL CREATE ADA APPROVED BATHROOM IN NORTH WEST CORNER OF OFFICE ( EXCLUDED IN BID ARE NEW PLUMBING AND FIXTURES ) MATERIALS	5,000.00
State ID #1162152	<b>Total</b> \$12,000.00

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

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



151 Maple Street P.O. Box 277 - Johnson Creek, WI 53038-0277

PHONE (920) 699-2731  
FAX (920) 699-2733

May 22, 2018

Sherry Lange  
142 E. Milwaukee St  
Jefferson, WI 53549  
Email : slange@amfam.com

RE: 21 N. Main St Deerfield, WI -Approximately 1,420 Square Feet

Dear Ms Lange:

Thank you for giving us the opportunity to present you with our quotation for the roofing and sheet metal work at the above referenced project, to be completed according to the following conditions and specifications.

- 1) Remove the existing roof system and insulation down to the structural wood decking.
- 2) Inspect the existing wood decking and replace rotted decking on a T&M basis.
- 3) Provide and install a layer of 1.5" polyisocyanurate roof insulation.
- 4) Provide and install a 60 mil TPO roof and accessories.
- 5) Provide and install sheet metal coping caps, gutters, and downspout.
- 6) Provide a twenty (20) year warranty upon completion and receipt of final payment.

PRICE FOR THE PROPOSED WORK: → → → → → → → \$21,547.00

# PROPOSAL

Jefferson Current Electric, Inc.  
1473 Industrial Ave  
Jefferson, WI 53549  
(920)674-6444 Fax (920)674-3056

October 1, 2018

Merlin and Sherry Lange  
New service upgrade at 21 N Main St., Deerfield

Material, labor and permit per the following specifications:

- Install 2" EMT conduit and wire for service riser.
- Install (1) 2-gang 100A meter socket.
- Install proper grounding.
- Install (2) 100A breaker disconnects outside under the meter socket.
- Install 100A wire to two panels inside; one by the stairs and one by the meter socket in the basement.
- Change out (2) fuse panels and install (2) 24 circuit SqD QO panels with proper breakers in each panel and at existing locations.

We propose to furnish material and labor-complete in accordance with above specifications, for the sum of:

\$3,131.00

(Three thousand one hundred thirty-one dollars)

Thank You,

Matt Davis  
920-674-6444

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

The above price, specifications, and terms and conditions are hereby accepted.

Signature



date

7.8.2019

### Acceptance of Proposal

**AUTHORIZATION TO PROCEED IN LIEU OF SIGNING THIS PROPOSAL  
CONSTITUTES ACCEPTANCE OF THE PRICES, SPECIFICATIONS, AND TERMS  
AND CONDITIONS SET FORTH IN THIS PROPOSAL**

PIONEER Roofing 23,000

ESTIMATE



Merlin Lange  
(414) 550-2958

**Gericke Plumbing**

N5132 County Rd D  
Helenville, WI 53137

Phone: (920) 650-0506

Email: gericke\_plumbing@hotmail.com

Estimate #

Date

Amfam Lange

06/27/2019

**Description**

**Total**

Bathroom Addition

\$3,510.00

For rough and finish.

Fixtures

\$995.66

**Subtotal**

\$4,505.66

**Total**

**\$4,505.66**

**Inclusions-**

All drain and vent to be done in pvc  
All waterpiping to be done in cpvc, copper, or pex.

**Exclusions-**

Roof flashing to be installed by others.  
All change orders to be billed when approved.  
No sewer and water lateral included.  
No booster pump or prv included.  
All backfilling of ditches by others.  
Undermount sinks are to be installed by other.  
Not responsible for damaged modules after install.  
If plans require plumbing to be installed in freezing areas Gericke Plumbing is not responsible for damages if freezing occurs.

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

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

**21 N. MAIN STREET**

Tax Parcel Number

117/ 0712- 214- 7338-2

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 21 N. Main Street, Deerfield, WI (the “**Property**”) is entered into by and between the Village of Deerfield, a Wisconsin municipal corporation (“**Village**”), and Sherry Lange and Merlin Lange (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 desire to purchase and renovate the Property (the “**Development**”) pursuant to the project specifications in the TIF Assistance Application dated July 8, 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 April 30, 2020.
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 \$46,500.00 (the “**Grant**”) in tax incremental financing to be used for the Development in accordance with the Application. The Grant as paid shall not exceed the

actual costs incurred by Developers to complete the build out and exterior improvements in accordance with the Application.

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

i. The Property is owned in fee simple by Developers;

ii. The specific improvement components contemplated by the Application are fully complete, and any inspection approvals required by law are granted;

iii. 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

iv. 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. Developers 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. Developers agree that this Agreement shall constitute a restrictive covenant restricting the use of the Property to uses which are not exempt from 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 \$148,500.00.

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. Nothing in this Agreement waives any obligation or requirement of Developers to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor obligates the Village to grant any approval, license, permit, variance, exception, or conditional use, 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. Governmental Immunity. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Village or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.

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:  
Merlin Lange

N5282 Popp Road  
Jefferson, WI 53549

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. Any time after acquisition of the Property by Developers, 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\***

\_\_\_\_\_  
Sherry Lange

\_\_\_\_\_  
Merlin Lange

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF DANE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for Dane County, Wisconsin, Sherry Lange and Merlin Lange, personally appeared, to me known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that he or she executed the same as his or 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:

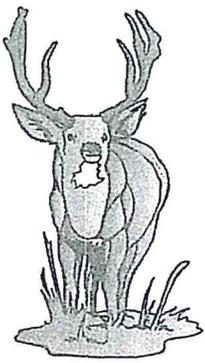
By: \_\_\_\_\_  
Name: Elizabeth J. McCredie  
Title: Village Administrator Clerk-Treasurer

**AUTHENTICATION**

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

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

**EXHIBIT A**  
**TIF ASSISTANCE APPLICATION DATED JULY 8, 2019**



# VILLAGE OF DEERFIELD

4 North Main St., P.O. Box 66, Deerfield, WI. 53531

TELEPHONE: 608-764-5404

FAX: 608-764-5807

Village President: Greg Frutiger  
Village Administrator / Clerk-Treasurer: Elizabeth McCredie  
www.deerfieldwi.com

Village of Deerfield  
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Property Owner Merlin & Sherry Lange Business Name Sherry A Lange Agency LLC

Mailing Address N5282 Poppe Rd  
Jefferson, WI 53549

Project Title 21 N MAIN

Project Address 21 N MAIN ST  
Deerfield, WI 53531

Contact Person MERLIN LANGE

Contact Address N5282 Poppe Rd  
Jefferson, WI 53549

Contact Person phone 414-550-2958  
e-mail SLANGE@AMFAM.COM

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- a) Pay as you go
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Thank you for reviewing our request for the Building Façade and building improvements as well as necessary upgrades for 21 N Main Street, currently owned by Steven and Susan Neath with a pending offer to purchase by Merlin and Sherry Lange. We are requesting from the village a grant to support the buildout and exterior improvements of \$46,500.

*Our project involves acquiring and upgrading the building as described below:*



We would like to resurface the main street front with new masonry and new window/door combination making it more professional and accessible. Also, adding an ADA employee bathroom. And upgrading electrical to be code compliant.

**Resulting in:**

- Improved curb appeal
- Improved accessibility for people with mobility challenges

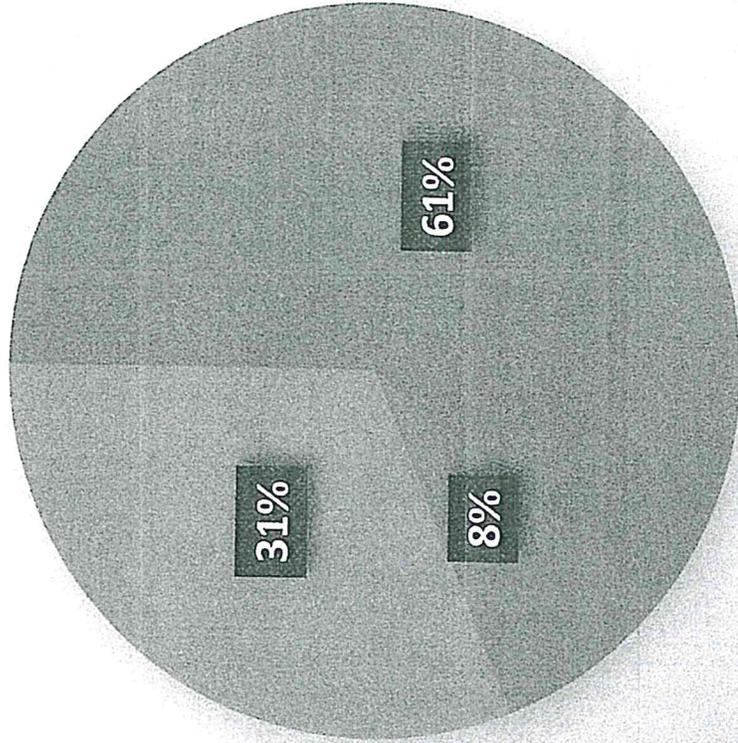
- **Changing from tenant to owner-occupied business shows our commitment to keeping our business in Deerfield.**
- **Adding a bathroom for employees will allow us to provide housing on the back of the building, bringing more life downtown.**

**Below is our Total Investment from us and our Village Partners:**

<b>Acquisition of Building</b>	<b>\$ 90,000.00</b>
<b>Owner's Labor (Merlin Lange)</b>	<b>\$ 12,000.00</b>
<b>Build Out &amp; exterior Improvements</b>	<b>\$ 46,500.00</b>
<b>TOTAL:</b>	<b>\$ 148,500.00</b>

**Attached is information of costs related to our project.**

# 21 N Main St



■ Acquisition of Building

■ Owner's Labor (Merlin Lange)

■ Build Out & exterior Improvements

**Facade Grant Information**  
**21 N Main St**

***Front Façade***

New Brick Façade	SSE Masonry	\$ 7,000.00
Replacing storefront windows including entrance door	Omni Glass	\$ 5,317.00

***Rear Façade***

No Upgrades at this time		\$ -
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***Outside Updates***

Replace Roof	Pioneer Roofing	\$ 21,547.00
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***Inside Updates***

Bathroom Addition Construction	SSE Masonry	\$ 5,000.00
Bathroom Addition Master Plumber	Geirke Plumbing	\$ 4,505.66
Electrical Update	Current Electric	\$ 3,131.00

**Bids Total:**

**\$ 46,500.66**

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SSE Masonry LLC  
 N5282 Popp Rd  
 Jefferson, WI 53549

Phone #
414-550-2958
E-mail
merlinlange@ymail.com

# Estimate

Date	Estimate #
7/11/2019	105

Name / Address
AMERICAN FAMILY INS 21 N MAIN ST DEERFIELD WI 53531

<u>Terms</u>

Description	Total
FACADE RENOVATION THIS BID IS FOR REMOVAL OF PLWOOD SIDING -CREATE ROUGH OPENINGS FOR NEW WINDOWS AND DOOR-- FACADE WILL RECIEVE NEW MASONRY VEENER ALONG WITH UPGRADED WINDOWS AND DOOR----( EXCLUDED IN BID ARE WINDOW AND DOOR BY OTHERS ) MATERIALS	7,000.00
BATHROOM THIS BID IS FOR CONSTRUCTION OF NEW EMPLOYEE BATHROOM IN THE COMMERICAL PART OF THE BUILDING- WILL CREATE ADA APPROVED BATHROOM IN NORTH WEST CORNER OF OFFICE ( EXCLUDED IN BID ARE NEW PLUMBING AND FIXTURES ) MATERIALS	5,000.00
State ID #1162152	<b>Total</b> \$12,000.00

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

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



151 Maple Street P.O. Box 277 - Johnson Creek, WI 53038-0277

PHONE (920) 699-2731  
FAX (920) 699-2733

May 22, 2018

Sherry Lange  
142 E. Milwaukee St  
Jefferson, WI 53549  
Email : slange@amfam.com

RE: 21 N. Main St Deerfield, WI -Approximately 1,420 Square Feet

Dear Ms Lange:

Thank you for giving us the opportunity to present you with our quotation for the roofing and sheet metal work at the above referenced project, to be completed according to the following conditions and specifications.

- 1) Remove the existing roof system and insulation down to the structural wood decking.
- 2) Inspect the existing wood decking and replace rotted decking on a T&M basis.
- 3) Provide and install a layer of 1.5" polyisocyanurate roof insulation.
- 4) Provide and install a 60 mil TPO roof and accessories.
- 5) Provide and install sheet metal coping caps, gutters, and downspout.
- 6) Provide a twenty (20) year warranty upon completion and receipt of final payment.

PRICE FOR THE PROPOSED WORK: → → → → → → → \$21,547.00

# PROPOSAL

Jefferson Current Electric, Inc.  
1473 Industrial Ave  
Jefferson, WI 53549  
(920)674-6444 Fax (920)674-3056

October 1, 2018

Merlin and Sherry Lange  
New service upgrade at 21 N Main St., Deerfield

Material, labor and permit per the following specifications:

- Install 2" EMT conduit and wire for service riser.
- Install (1) 2-gang 100A meter socket.
- Install proper grounding.
- Install (2) 100A breaker disconnects outside under the meter socket.
- Install 100A wire to two panels inside; one by the stairs and one by the meter socket in the basement.
- Change out (2) fuse panels and install (2) 24 circuit SqD QO panels with proper breakers in each panel and at existing locations.

We propose to furnish material and labor-complete in accordance with above specifications, for the sum of:

\$3,131.00

(Three thousand one hundred thirty-one dollars)

Thank You,

Matt Davis  
920-674-6444

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

The above price, specifications, and terms and conditions are hereby accepted.

Signature



date

7.8.2019

## Acceptance of Proposal

**AUTHORIZATION TO PROCEED IN LIEU OF SIGNING THIS PROPOSAL  
CONSTITUTES ACCEPTANCE OF THE PRICES, SPECIFICATIONS, AND TERMS  
AND CONDITIONS SET FORTH IN THIS PROPOSAL**

Pioneer Roofing 23,000

ESTIMATE



Merlin Lange  
(414) 550-2958

**Gericke Plumbing**  
N5132 County Rd D  
Helenville, Wi 53137  
Phone: (920) 650-0506  
Email: gericke\_plumbing@hotmail.com

Estimate # Amfam Lange  
Date 06/27/2019

Description	Total
Bathroom Addition For rough and finish.	\$3,510.00
Fixtures	\$995.66
<b>Subtotal</b>	\$4,505.66
<b>Total</b>	\$4,505.66

Inclusions-  
All drain and vent to be done in pvc  
All waterpiping to be done in cpvc, copper, or pex.

Exclusions-  
Roof flashing to be installed by others.  
All change orders to be billed when approved.  
No sewer and water lateral included.  
No booster pump or prv included.  
All backfilling of ditches by others.  
Undermount sinks are to be installed by other.  
Not responsible for damaged modules after install.  
If plans require plumbing to be installed in freezing areas Gericke Plumbing is not responsible for damages if freezing occurs.





**REDEVELOPMENT  
RESOURCES**

**Project Name:** Building Improvements  
**Applicant:** Wilfredo Dextre  
**Address:** 28-30 N Main St  
**Amount requested:** \$67,655

### **Consistency with TID Grant Guidelines**

This project meets the following Objectives of the TID Grant Manual:

- #1 To maintain and promote a diverse mix of employment opportunities to minimize seasonal or cyclical employment fluctuations.
- #2 To encourage the creation and retention of permanent jobs which represent a range of wage scales appropriate to the skills and experience of the area labor force.
- #3 To encourage the leveraging of new private investment in the community.
- #4 To maintain a positive business climate which encourages the retention and expansion of existing business and industry and helps to attract desirable new business, industry, and services.
- #8 To support the downtown and main street revitalization in the Village.
- #9 To provide needed services.
- #10 To improve quality of life in the Village

### **Eligibility**

As the owner of the building with an eligible project, Mr. Dextre is an eligible applicant under the TIF Grant Manual. The renovation expenses for which grant money is being requested are considered Eligible Activities under the Grant Manual.

### **Project Description**

Mr. Dextre has purchased the building at 28-30 N Main St to open a Chinese-Peruvian restaurant at the location. The building needs extensive work to be viable for operation, including:

- Plumbing upgrades and repair of a burst pipe: \$21,560
- Electric upgrades: \$13,455
- HVAC: \$42,640
- Framing & insulation: \$14,485 (owner in-kind labor)

The total project investment will be \$92,140 and they are requesting a grant of \$67,655 to help with the renovations. The applicant has already invested \$38,000 to purchase the building.



**REDEVELOPMENT  
RESOURCES**

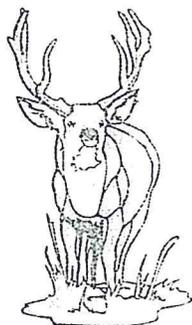
### **Community Benefits**

This project will activate a building on Main Street which has otherwise sat empty and unproductive. The proposed use of a restaurant will bring additional food options to the Village, something that was strongly requested in the results of the Community Survey administered by the Chamber in 2018. Mr. Dextre plans to hire two employees to help with restaurant operations once open. Once the building is operational, the applicant plans to make exterior updates to improve the curb appeal of the building.

### **Sources & Uses**

These sources of funds and their uses cover the entire project Mr. Dextre is undertaking. Acquisition costs of \$38,000 have not been included since the building has already been purchased, but should be considered as a real and recent investment in the Village.

	<b>Owner Equity (11%)</b>	<b>Owner In-Kind Labor (16%)</b>	<b>TID 3 Grant (73%)</b>	<b>Total</b>
<b>Building Renovation</b>	\$ 10,000	\$ 14,485	\$ 67,655	\$ 92,140
<b>Total</b>	\$ 10,000	\$ 14,485	\$ 67,655	\$ 92,140



# VILLAGE OF DEERFIELD

4 North Main St., P.O. Box 66, Deerfield, WI 53531

TELEPHONE: 608-764-5404

FAX: 608-764-5807

Village President: Greg Lutiger

Village Administrator / Clerk / Treasurer: Elizabeth McCredie

www.deerfieldwi.com

Village of Deerfield  
TIF Assistance Application  
Approved to Form April 18, 2011

Date 08/03/2014

Fees Paid \_\_\_\_\_  
Per Section 2.4(1) & (2)

### APPLICANT INFORMATION

### PROJECT INFORMATION

Property Owner Wilfredo Dextre

Business Name Chifa

Mailing Address 5870 Lochmavars  
Trl

Project Title Interior Building improvement

Project Address 28-30 N Main St

Contact Person Wilfredo Dextre

Contact Address 5870 Lochmavars Trl

Contact Person phone 608-957-1716  
e-mail wdextre@b@gmail.com

Parcel Number	Year Assessed Value	Year Equalized Value
<u>117-0712-214-7469-4</u>	<u>2018</u>	<u>\$55,000</u>

Information found on tax bills.

1) Description of project (250 words or less) addressing the following:

- a) Benefit to TID #3 and community
- b) Type of Project (Residential/Commercial)
- c) Redevelopment or New
- d) Number of project jobs to be created (if any)

2) Type of incentive being requested.

- a) Pay as you go
- b) Upfront payment
- c) Other \_\_\_\_\_

3) Estimated Value increase of property.

Construction Year	Value	Type
2009	\$ 77,655	Rehabbing

4) Why assistance is needed (250 words or less).

5) Description of source of other funds with supporting documents.

*From Savings Account*

6) For Grant/Incentive request over \$25,000.00 the following are also required.

- a) Site Plans
- b) Building Plans
- c) Plat Plans

Return application to: Elizabeth McCredie

P.O. Box 66

Deerfield, WI 53531



Chifa will serve a cuisine inspired by Chinese-Peruvian fusion. Our menu items will be moderately priced offering affordable food for families. Our restaurant will provide cuisine diversity and generate employment. We plan to hire 2 employees for kitchen help. This type of project is commercial. Our location will require some additional renovation to update the plumbing, electrical and HVAC. We are focusing our needs on the interior part of the building, for being the most fundamental requirements in order to operate our business. In the future we plan to pressure wash the exterior part of the building. We have invested in our property \$38,000 in purchase price. We appreciate your interest for helping us. Chifa can put in \$10,000 amount of equity; therefore, to complete the whole project and provide a bigger improvement to downtown, \$67,655 amount of grant is needed.

The plumbing project will focus on repairing the burst pipe and run new copper pipes in the building. The electrical project will involve new wiring to commercial equipment, upgrading the main panel. The HVAC project will repair heating and cooling system to maintain quality air control.



July 19, 2019

Theran Springstead  
R.G. Harriman Inc.  
10 East Doty Street, #421  
Madison, WI 53703

RE: Surco Kitchen - Deerfield  
Electrical Estimate

Van Brocklin Electric LLC., can provide the following electrical work as shown, for the estimated cost of Thirteen Thousand, Four Hundred and Fifty-Five Dollars (\$13,455.00).

The Above Quotation Includes the Following:

- Split system HVAC unit with furnace and A/C unit.
- Exhaust fan connections for bathroom and mechanical space.
- Connection to commercial range hood exhaust fan and make-up air unit.
- (8) 20-amp GFI's for kitchen.
- (2) Exterior GFI's.
- (1) Bathroom GFI.
- (6) General convenience receptacles.
- (2) sign/display window receptacles.
- Connection to electric water heater, garbage disposal and dishwasher.
- New LED lighting and light control throughout, including exit and emergency lighting.
- Equipment connection to Vulcan Double Oven.
- Equipment connection to Vulcan Range.
- Equipment connection to 3-Door Cooler.
- Equipment connection to Commercial Dishwasher.
- Upgrade existing electrical service to a single service, 200A, single phase 120/240V.

The above quotations do not include the following:

- Utility connection or usage fees. No connection fee assumed if the building can remain with a single-phase overhead feed.
- Phone, Data, Wireless access points or cabling.
- Fire Alarm, security, access control systems, sound or paging systems, point of sale systems.

We thank you for the opportunity to quote this work for you. If you have any questions, please feel free to contact us at any time.

Jeremiah Johnson  
Office: 608.752.8869  
Cell: 608.206.1059  
Email: [jeremiah@vanbrocklinelectric.com](mailto:jeremiah@vanbrocklinelectric.com)

# Air Temperature Services, Inc.

Mechanical Engineering ■ Contractors ■ Refrigeration ■ Heating ■ Air Conditioning

July 8, 2019

RG Harriman Inc.  
Attn: Theran Springstead  
10 East Doty St. #421  
Madison, WI. 53703  
Email: [tjs@rgharriman.com](mailto:tjs@rgharriman.com)

Re: **Surco Restaurant - Deerfield, WI**

We propose the following State Approved HVAC Installation:

**Included:**

- (1) 95% gas fired furnace with fresh air kit, & remote 13 SEER condensing unit
- (1) Commercial setback thermostat with low voltage wiring
- (1) Metal ductwork distribution system with soffit mounted registers & central return air grille
- Replace (1) sidewall bathroom exhaust fan
- (1) Roof mounted gas fired, heat only, make up air unit
- (1) 8' long stainless steel kitchen hood
- (1) Metal ductwork from make up air unit, thru roof, to hood connections
- (1) Exhaust fan for kitchen hood
- Metal welded grease ductwork from kitchen hood, out sidewall, up outside of building to the roof mounted exhaust fan
- (1) Fire suppression system
- (1) Hood mounted control panel
- Gas piping to HVAC & kitchen equipment
- Lull lift service to set roof equipment
- Local HVAC permits
- Engineering State Approved Plans
- Start-up, Air Balance

Total Installed, Tax Included: \$42,640 .00

**Excluded:**

- Line voltage wiring, disconnect
- Roof engineering, roof truss modification, framing, roofing
- Roof equipment screening
- Make up air unit / exhaust fan interlock control & power wiring

If you have any questions, please feel free to contact me.

Truly,

*Kyle Schmalzer*

Kyle Schmalzer  
Commercial Sales

KS/sn

5301 Voges Rd. ■ Madison, WI 53718 ■ Phone: (608) 257-2600 ■ Fax: (608) 838-6821

# RHD PLUMBING, Inc.

Commercial Residential Repair Remodeling Showroom MP#230577

Attn: Theran Springstead  
RG Harriman  
7/1/2019

Plumbing Proposal: Surco Catering Kitchen Buildout

Scope:

- Drain and vent to be solid core PVC
- Domestic cold, hot, hot water return lines to be PEX or CPVC
- Each riser will have shut off valves and each individual fixture will have shut off valves
- Water mains from mech room to be flush mounted to existing ceiling
- Install owner supplied bathroom fixtures
- Install owner provided kitchen equipment
- Supply and install grease trap ( includes design and state submittal )
- Supply and install mop sink and faucet
- Supply and install Hellenbrand 24 grain water softener
- Install owner provided electric water heater
- All plumbing excavation included, NO Spoil replacement or Haul Away is included, we will provide stone to bed our plumbing.
- Plumbing permit included
- Includes all fire stopping for all plumbing within are scope of work
- It will be expected to have both sanitary drain and storm drain to exit the facility by gravity.

Total for this project will be \$11,885.00

Alternate #1 Add \$5,175.00 for concrete cut and patch

Alternate #2 Add \$ 4,500.00 Time and material not to exceed for water main repair under slab. Meter relocation. Does not include any work outside building.

### Exclusions;

- Bond
- Temporary utilities
- Dust partitions
- Water Meter and Fees (By Owner)
- Spoil haul away if existing soil cannot be put back into the trench and compacted
- Site utilities
- Natural Gas Piping
- BIM plumbing plans
- Plenum rated materials
- Concrete pads
- Dumpster
- Floor x-ray
- Painting
- Sanitary Crock and pump system
- Storm water crock and pump system
- Off time work hours
- Any concrete cut and patch
- Masonry wall demo
- Drywall repairs

## CONTRACT CONDITIONS

### CONDITIONS ACCEPTED:

ANY WORK SCHEDULED BY THE BUILDER IS CONSIDERED AN AGREED CONTRACT WITH THE FOLLOWING TERMS:

1. All unusual conditions relative to digging and back-filling of trenches will be charged as additional costs.
2. All work guaranteed for one year from final billing date (regardless of closing date or move in date) as to workmanship. Materials guaranteed as covered by manufacturer's warranty. Warranty does not cover any fixtures or equipment furnished by you. Any

alterations or installations to your plumbing system that are not completed by RHD Plumbing voids the warranty. Re-caulking is not covered. Damage due to freezing is not covered. See warranty for additional limitations.

3. Change orders that are accepted verbally or in writing, will become a binding part of this contract.
4. Sewer and water - elevation of sewer main, must be owner's responsibility. If sand is needed, it must be supplied by owner. Prices estimated on original bid do not apply to unforeseen conditions such as rock, water, frozen ground, etc. All added expense such as air hammer, pumps, etc., required, and additional labor needed for such work, are not included in this bid, will be billed as additional work on a time and material basis. No bedding material or tracer wire included in this proposal.
5. Shoring, when required, will be supplied only after agreed costs are accepted by owner.
6. Not responsible for work stoppages due to conditions beyond control of RHD Plumbing, Inc.
7. Damage caused by movement of materials by persons other than RHD Plumbing, Inc. workmen, shall be paid by contractor.
8. All meter charges, sewer, water, gas - not included in this bid and contract.
9. As required by the Wisconsin Construction Lien Law, builder hereby notifies owners that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give owner notice within 60 days after they furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.
10. Work performed will be in compliance with existing state codes in effect at the time. Local regulations are the responsibility of the general contractor or owner.
11. Drain tile, sump pump, sprinkler system, fire stops, electrical work, gas piping, pipe insulation, pipe painting, access panels, counter tops, shower rods, shower doors, installation of shower doors, grab bars, pressure reducing valves, booster pump, back water valve, handicap plumbing fixtures, installation of grab bars and seats for handicap units, installation of under mount sinks, jack hammer time and de-watering of basement are not included in this bid unless specifically listed. Any extras are billed at \$95.00 per hour.
12. Bid assumes job will be ready when we are called. Any additional trips will be billed at \$95.00 for the first hour, and \$30.00 per trip.
13. All tub/shower faucets are pressure balanced unless listed differently.
14. All plumbing Final Selections must be made within two weeks after plumbing rough portion of this project is started. If this is not done prior to this date, there will be \$150.00 per change order plus restocking fees for all product returned, along with any UPS charges and extra trip charges caused by selection delays.
15. All fixtures as listed on previous page or their equals. Fixture colors are listed. ONLY RHD SUPPLIED FIXTURES WILL BE INSTALLED.
16. No retainage may be withheld from the bid amount.
17. Accounts must be kept current before work will proceed.
18. The owner(s) hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereof have been explained to him and that he fully understands them.
19. All grounding for gas, water & drain lines are not included in this contract.
20. FIRST NOTICE OF LIEN TO OWNER, LENDER &/OR MATERIAL LIEN:  
As required by the State of Wisconsin construction lien law, contractor/builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who give the notice within sixty(60) days after they first furnish labor or materials for the construction and should give a copy of each notice received to his/her mortgage lender if any. Contractor agrees to cooperate with the owner and his/her lender, if any, to see that all potential lien claimants are fully paid.
21. Sales tax for process functions of this plumbing project are included in bid.

We do hereby propose to install the above plumbing system, as described in this estimate, complete for the sum of;

( \$11,885.00 )

**Payment Terms: Draws as job progresses. Payment due 10 days after billing.**

\*All accounts over 30 days past due, are subject to interest charge of 1 1/2% per month on unpaid balance. If any undisputed invoice is 90 days or more past due, then all payments will be applied to finance charges first and then to the oldest invoices. Lien waivers will reflect the invoices to which the payment is applied.

\*All warranty claims, water damage claims or other claims or back charges against RHD Plumbing, Inc. must be called in and followed by a written notice to RHD Plumbing immediately. We will then fax you a Claim Form or get the necessary information over the phone. We must be allowed the opportunity to inspect and or repair the damage. We reserve the right to have our insurance adjuster inspect the damage. Only actual repair expenses will be covered and you must provide copies of the original invoices for the repairs. Mark-ups, administrative fees, or commissions will not be paid on damage repair claims. Owner is responsible for shutting off the water immediately when a leak is discovered to prevent water damage.

\*Disputed invoices - If you receive an invoice that you believe to be incorrect, write "disputed" on the invoice and mail or fax it to us immediately. We will then contact you for more information if needed. If the invoice has not been disputed within 30 days we will assume that the invoice is correct and pursue collecting the balance.

\*All special order items returned will be charged a 30% restocking fee or subject to manufactures restocking fee to RHD Plumbing.

This proposal remains open for the acceptance 30 days from date of this estimate. This contract and all of it's terms and conditions are considered accepted the day you sign and return the contract to us by fax or by mail OR on the date you ask us to begin the work described in this contract. By asking us to begin work you are accepting this contract and all of it's terms and conditions.

Respectfully submitted,  
RHD Plumbing, Inc. MP 230577

Dan Scanlon

**ACCEPTED:**

The above proposal, with its specifications, terms and conditions, is hereby agreed to and accepted in the amount of **\$11,885.00** plus any accepted change orders. Please sign and return contract before work is started.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

DEER POINT BUSINESS PARK – 1480 Oak Opening Drive Stoughton, WI 53589

608-873-8903 608-222-8903 fax: 608-873-4130  
www.rhdplumbing.com

**TO:** Theran Springstead  
Project Manager  
R.G. Harriman  
10 E Doty St  
Madison, WI 53703

**RE:** Surco  
Deerfield, WI



Loger Construction proposes to supply labor and materials necessary to complete the above referenced job as outlined below, per plan and site notes from Theran Springstead.

This proposal is good for 30 days from July 11, 2019:

**Framing | Walls and furring \$2,495**

- Interior walls, to deck
- Blocking
- 1 1/2" Z-furring @ exterior block wall

**Insulation/GWB \$6,775**

- Batt insulation @ interior partitions
- 1 1/2" Rigid foam @ exterior walls
- 5/8" Type X GWB on walls and ceilings

**FRP \$5,215**

- Kitchen walls

**EXCLUSIONS**

- Drywall finishing
- Paint

If you have any questions, please contact me by email at [nic@logerbuidls.com](mailto:nic@logerbuidls.com) or by phone at 608-444-3694.

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

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

**28-30 N. MAIN STREET**

Tax Parcel Number

117/ 0712- 214- 7469-4

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 28-30 N. Main Street, Deerfield, WI (the “**Property**”) is entered into by and between the Village of Deerfield, a Wisconsin municipal corporation (“**Village**”), and Wilfredo Walter Dextre Chavez (“**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 project specifications in the TIF Assistance Application dated August 3, 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 April 30, 2020.
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 \$67,655.00 (the “**Grant**”) in tax incremental financing to be used for the Development in accordance with the Application. The Grant as paid shall not exceed the

actual costs incurred by Developers to complete the portions of Development for which TIF assistance is requested in accordance with the Application.

B. Payment Schedule. The Grant shall be distributed to Developers within sixty (60) days after all 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. Developers 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. Developers agree that this Agreement shall constitute a restrictive covenant restricting the use of the Property to uses which are not exempt from 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 \$116,255.00.

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. Nothing in this Agreement waives any obligation or requirement of Developers to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor obligates the Village to grant any approval, license, permit, variance, exception, or conditional use, 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. Governmental Immunity. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Village or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.

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:  
Wilfredo Walter Dextre Chavez  
5870 Lochinvars Trail  
Marshall, WI 53559

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\***

\_\_\_\_\_  
Wilfredo Walter Dextre Chavez

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF DANE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for Dane County, Wisconsin, Wilfredo Walter Dextre Chavez, personally appeared, to me known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that he or she executed the same as his or 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 \_\_\_\_\_, 2019.

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

**EXHIBIT A**  
**TIF ASSISTANCE APPLICATION DATED AUGUST 3, 2019**



# VILLAGE OF DEERFIELD

4 North Main St., P.O. Box 66, Deerfield, WI 53531

TELEPHONE: 608-764-5404

FAX: 608-764-5807

Village President Greg Trotter  
Village Administrator / Clerk / Treasurer: Elizabeth McCreedy  
www.deerfieldwi.com

Village of Deerfield  
TIF Assistance Application  
Approved to Form April 18, 2019

Date 08/03/2019

Fees Paid  
Per Section 2.4(1) & (2)

### APPLICANT INFORMATION

Property Owner Wilfredo Dexte  
Mailing Address 5870 Lockmeers  
Trl  
Contact Person Wilfredo Dexte  
Contact Address 5870 Lockmeers Trl

### PROJECT INFORMATION

Business Name Clupa  
Project Title Interior Building improvement  
Project Address 29-30 N. Main St

Contact Person phone 608-957-4716  
e-mail wdexte.b@gmail.com

Parcel Number	Year Assessed Value	Year Equalized Value
<u>117-0712-214-7464-4</u>	<u>2018</u>	<u>\$55,000</u>

Information found on tax bills.

- 1) Description of project (250 words or less) addressing the following:
- a) Benefit to THD #3 and community
  - b) Type of Project (Residential/Commercial)
  - c) Redevelopment or New
  - d) Number of project jobs to be created (if any)

2) Type of incentive being requested.

- a) Pay as you go
- b) Upfront payment
- c) Other

3) Estimated Value increase of property.

Construction Year	Value	Type
2019	\$ 77,655	Residential

4) Why assistance is needed (250 words or less).

5) Description of source of other funds with supporting documents.

*From Savings Account*

6) For Grant/Incentive request over \$25,000.00 the following are also required.

- a) Site Plans
- b) Building Plans
- c) Plat Plans

Return application to: Elizabeth McCredie  
P.O. Box 66  
Deerfield, WI 53531



Chifa will serve a cuisine inspired by Chinese-Peruvian fusion. Our menu items will be moderately priced offering affordable food for families. Our restaurant will provide cuisine diversity and generate employment. We plan to hire 2 employees for kitchen help. This type of project is commercial. Our location will require some additional renovation to update the plumbing, electrical and HVAC. We are focusing our needs on the interior part of the building, for being the most fundamental requirements in order to operate our business. In the future we plan to pressure wash the exterior part of the building. We have invested in our property \$38,000 in purchase price. We appreciate your interest for helping us. Chifa can put in \$10,000 amount of equity; therefore, to complete the whole project and provide a bigger improvement to downtown, \$67,655 amount of grant is needed.

The plumbing project will focus on repairing the burst pipe and run new copper pipes in the building. The electrical project will involve new wiring to commercial equipment, upgrading the main panel. The HVAC project will repair heating and cooling system to maintain quality air control.



July 19, 2019

Theran Springstead  
R.G. Harriman Inc.  
10 East Doty Street, #421  
Madison, WI 53703

RE: Surco Kitchen - Deerfield  
Electrical Estimate

Van Brocklin Electric LLC., can provide the following electrical work as shown, for the estimated cost of Thirteen Thousand, Four Hundred and Fifty-Five Dollars (\$13,455.00).

The Above Quotation Includes the Following:

- Split system HVAC unit with furnace and A/C unit.
- Exhaust fan connections for bathroom and mechanical space.
- Connection to commercial range hood exhaust fan and make-up air unit.
- (8) 20-amp GFI's for kitchen.
- (2) Exterior GFI's.
- (1) Bathroom GFI.
- (6) General convenience receptacles.
- (2) sign/display window receptacles.
- Connection to electric water heater, garbage disposal and dishwasher.
- New LED lighting and light control throughout, including exit and emergency lighting.
- Equipment connection to Vulcan Double Oven.
- Equipment connection to Vulcan Range.
- Equipment connection to 3-Door Cooler.
- Equipment connection to Commercial Dishwasher.
- Upgrade existing electrical service to a single service, 200A, single phase 120/240V.

The above quotations do not include the following:

- Utility connection or usage fees. No connection fee assumed if the building can remain with a single-phase overhead feed.
- Phone, Data, Wireless access points or cabling.
- Fire Alarm, security, access control systems, sound or paging systems, point of sale systems.

We thank you for the opportunity to quote this work for you. If you have any questions, please feel free to contact us at any time.

Jeremiah Johnson  
Office: 608.752.8869  
Cell: 608.206.1059  
Email: [jeremiah@vanbrocklinelectric.com](mailto:jeremiah@vanbrocklinelectric.com)

# Air Temperature Services, Inc.

Mechanical Engineering ■ Contractors ■ Refrigeration ■ Heating ■ Air Conditioning

July 8, 2019

RG Harriman Inc.  
Attn: Theran Springstead  
10 East Doty St. #421  
Madison, WI. 53703  
Email: [tjs@rgharriman.com](mailto:tjs@rgharriman.com)

Re: Surco Restaurant - Deerfield, WI

We propose the following State Approved HVAC Installation:

**Included:**

- (1) 95% gas fired furnace with fresh air kit, & remote 13 SEER condensing unit
- (1) Commercial setback thermostat with low voltage wiring
- (1) Metal ductwork distribution system with soffit mounted registers & central return air grille
- Replace (1) sidewall bathroom exhaust fan
- (1) Roof mounted gas fired, heat only, make up air unit
- (1) 8' long stainless steel kitchen hood
- (1) Metal ductwork from make up air unit, thru roof, to hood connections
- (1) Exhaust fan for kitchen hood
- Metal welded grease ductwork from kitchen hood, out sidewall, up outside of building to the roof mounted exhaust fan
- (1) Fire suppression system
- (1) Hood mounted control panel
- Gas piping to HVAC & kitchen equipment
- Lull lift service to set roof equipment
- Local HVAC permits
- Engineering State Approved Plans
- Start-up, Air Balance

Total Installed, Tax Included: \$42,640 .00

**Excluded:**

- Line voltage wiring, disconnect
- Roof engineering, roof truss modification, framing, roofing
- Roof equipment screening
- Make up air unit / exhaust fan interlock control & power wiring

If you have any questions, please feel free to contact me.

Truly,

*Kyle Schmalzer*

Kyle Schmalzer  
Commercial Sales

KS/sn

5301 Voges Rd. ■ Madison, WI 53718 ■ Phone: (608) 257-2600 ■ Fax: (608) 838-6821



Commercial Residential Repair Remodeling Showroom MP#230577

Attn: Theran Springstead  
RG Harriman  
7/1/2019

Plumbing Proposal: Surco Catering Kitchen Buildout

Scope:

- Drain and vent to be solid core PVC
- Domestic cold, hot, hot water return lines to be PEX or CPVC
- Each riser will have shut off valves and each individual fixture will have shut off valves
- Water mains from mech room to be flush mounted to existing ceiling
- Install owner supplied bathroom fixtures
- Install owner provided kitchen equipment
- Supply and install grease trap ( includes design and state submittal )
- Supply and install mop sink and faucet
- Supply and install Hellenbrand 24 grain water softener
- Install owner provided electric water heater
- All plumbing excavation included, NO Spoil replacement or Haul Away is included, we will provide stone to bed our plumbing.
- Plumbing permit included
- Includes all fire stopping for all plumbing within are scope of work
- It will be expected to have both sanitary drain and storm drain to exit the facility by gravity.

Total for this project will be \$11,885.00

Alternate #1 Add \$5,175.00 for concrete cut and patch

Alternate #2 Add \$ 4,500.00 Time and material not to exceed for water main repair under slab. Meter relocation. Does not include any work outside building.

Exclusions;

- Bond
- Temporary utilities
- Dust partitions
- Water Meter and Fees (By Owner)
- Spoil haul away if existing soil cannot be put back into the trench and compacted
- Site utilities
- Natural Gas Piping
- BIM plumbing plans
- Plenum rated materials
- Concrete pads
- Dumpster
- Floor x-ray
- Painting
- Sanitary Crock and pump system
- Storm water crock and pump system
- Off time work hours
- Any concrete cut and patch
- Masonry wall demo
- Drywall repairs

## CONTRACT CONDITIONS

CONDITIONS ACCEPTED:

ANY WORK SCHEDULED BY THE BUILDER IS CONSIDERED AN AGREED CONTRACT WITH THE FOLLOWING TERMS:

1. All unusual conditions relative to digging and back-filling of trenches will be charged as additional costs.
2. All work guaranteed for one year from final billing date (regardless of closing date or move in date) as to workmanship. Materials guaranteed as covered by manufacturer's warranty. Warranty does not cover any fixtures or equipment furnished by you. Any

alterations or installations to your plumbing system that are not completed by RHD Plumbing voids the warranty. Re-caulking is not covered. Damage due to freezing is not covered. See warranty for additional limitations.

3. Change orders that are accepted verbally or in writing, will become a binding part of this contract.
4. Sewer and water - elevation of sewer main, must be owner's responsibility. If sand is needed, it must be supplied by owner. Prices estimated on original bid do not apply to unforeseen conditions such as rock, water, frozen ground, etc. All added expense such as air hammer, pumps, etc., required, and additional labor needed for such work, are not included in this bid, will be billed as additional work on a time and material basis. No bedding material or tracer wire included in this proposal.
5. Shoring, when required, will be supplied only after agreed costs are accepted by owner.
6. Not responsible for work stoppages due to conditions beyond control of RHD Plumbing, Inc.
7. Damage caused by movement of materials by persons other than RHD Plumbing, Inc. workmen, shall be paid by contractor.
8. All meter charges, sewer, water, gas - not included in this bid and contract.
9. As required by the Wisconsin Construction Lien Law, builder hereby notifies owners that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give owner notice within 60 days after they furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.
10. Work performed will be in compliance with existing state codes in effect at the time. Local regulations are the responsibility of the general contractor or owner.
11. Drain tile, sump pump, sprinkler system, fire stops, electrical work, gas piping, pipe insulation, pipe painting, access panels, counter tops, shower rods, shower doors, installation of shower doors, grab bars, pressure reducing valves, booster pump, back water valve, handicap plumbing fixtures, installation of grab bars and seats for handicap units, installation of under mount sinks, jack hammer time and de-watering of basement are not included in this bid unless specifically listed. Any extras are billed at \$95.00 per hour.
12. Bid assumes job will be ready when we are called. Any additional trips will be billed at \$95.00 for the first hour, and \$30.00 per trip.
13. All tub/shower faucets are pressure balanced unless listed differently.
14. All plumbing Final Selections must be made within two weeks after plumbing rough portion of this project is started. If this is not done prior to this date, there will be \$150.00 per change order plus restocking fees for all product returned, along with any UPS charges and extra trip charges caused by selection delays.
15. All fixtures as listed on previous page or their equals. Fixture colors are listed. ONLY RHD SUPPLIED FIXTURES WILL BE INSTALLED.
16. No retainage may be withheld from the bid amount.
17. Accounts must be kept current before work will proceed.
18. The owner(s) hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereof have been explained to him and that he fully understands them.
19. All grounding for gas, water & drain lines are not included in this contract.
20. FIRST NOTICE OF LIEN TO OWNER, LENDER &/OR MATERIAL LIEN:  
As required by the State of Wisconsin construction lien law, contractor/builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who give the notice within sixty(60) days after they first furnish labor or materials for the construction and should give a copy of each notice received to his/her mortgage lender if any. Contractor agrees to cooperate with the owner and his/her lender, if any, to see that all potential lien claimants are fully paid.
21. Sales tax for process functions of this plumbing project are included in bid.

We do hereby propose to install the above plumbing system, as described in this estimate, complete for the sum of:  
( \$11,885.00 )

**Payment Terms: Draws as job progresses. Payment due 10 days after billing.**

\*All accounts over 30 days past due, are subject to interest charge of 1 1/2% per month on unpaid balance. If any undisputed invoice is 90 days or more past due, then all payments will be applied to finance charges first and then to the oldest invoices. Lien waivers will reflect the invoices to which the payment is applied.

\*All warranty claims, water damage claims or other claims or back charges against RHD Plumbing, Inc. must be called in and followed by a written notice to RHD Plumbing immediately. We will then fax you a Claim Form or get the necessary information over the phone. We must be allowed the opportunity to inspect and or repair the damage. We reserve the right to have our insurance adjuster inspect the damage. Only actual repair expenses will be covered and you must provide copies of the original invoices for the repairs. Mark-ups, administrative fees, or commissions will not be paid on damage repair claims. Owner is responsible for shutting off the water immediately when a leak is discovered to prevent water damage.

\*Disputed invoices - If you receive an invoice that you believe to be incorrect, write "disputed" on the invoice and mail or fax it to us immediately. We will then contact you for more information if needed. If the invoice has not been disputed within 30 days we will assume that the invoice is correct and pursue collecting the balance.

\*All special order items returned will be charged a 30% restocking fee or subject to manufactures restocking fee to RHD Plumbing.

This proposal remains open for the acceptance 30 days from date of this estimate. This contract and all of it's terms and conditions are considered accepted the day you sign and return the contract to us by fax or by mail OR on the date you ask us to begin the work described in this contract. By asking us to begin work you are accepting this contract and all of it's terms and conditions.

Respectfully submitted,  
RHD Plumbing, Inc. MP 230577

Dan Scanlon

**ACCEPTED:**

The above proposal, with its specifications, terms and conditions, is hereby agreed to and accepted in the amount of **\$11,885.00** plus any accepted change orders. Please sign and return contract before work is started.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

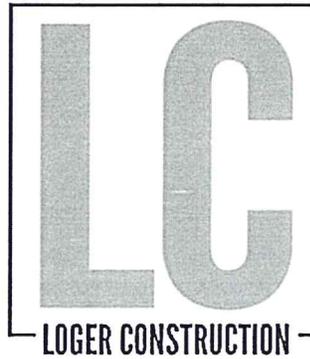
DEER POINT BUSINESS PARK – 1480 Oak Opening Drive Stoughton, WI 53589

608-873-8903 608-222-8903 fax: 608-873-4130

[www.rhdplumbing.com](http://www.rhdplumbing.com)

**TO:** Theran Springstead  
Project Manager  
R.G. Harriman  
10 E Doty St  
Madison, WI 53703

**RE:** Surco  
Deerfield, WI



Loger Construction proposes to supply labor and materials necessary to complete the above referenced job as outlined below, per plan and site notes from Theran Springstead.

This proposal is good for 30 days from July 11, 2019:

**Framing | Walls and furring \$2,495**

- Interior walls, to deck
- Blocking
- 1 1/2" Z-furring @ exterior block wall

**Insulation/GWB \$6,775**

- Batt insulation @ interior partitions
- 1 1/2" Rigid foam @ exterior walls
- 5/8" Type X GWB on walls and ceilings

**FRP \$5,215**

- Kitchen walls

**EXCLUSIONS**

- Drywall finishing
- Paint

If you have any questions, please contact me by email at [nic@logerbuidls.com](mailto:nic@logerbuidls.com) or by phone at 608-444-3694.

