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, DECEMBER 9, 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 NOVEMBER 25, 2019
- B. APPROVAL OF VOUCHERS
- C. COMMITTEE REPORTS
  1. SPECIAL BOARD
  2. CABLE
  3. PUBLIC WORKS
  4. FINANCE

III. PUBLIC APPEARANCES
- A. PUBLIC COMMENTS

IV. UNFINISHED BUSINESS, REVIEW & ACTION THERE ON

V. NEW BUSINESS
- A. RESOLUTIONS
- B. LICENSES & PERMITS
  1. CONSIDER A REQUEST FOR AN OPERATOR'S LICENSE FOR THE PERIOD OF DECEMBER 10, 2019 TO JUNE 30, 2020 FOR BRANDY L EVONOVICH
- C. REVIEW & ACTION:
  1. DISCUSS/CONSIDER ENTERING INTO A CONTACT WITH AYRES ASSOCIATED INC. FOR ENVIRONMENTAL CONSULTING ON THE PROPERTY FORMERLY KNOWN AS 40 W NELSON STREET
  2. DISCUSS/CONSIDER AWARDING OF BID FOR 2007 FORD F350 UTILITY TRUCK
  3. LETTER TO DOT REGARDING ROAD CONDITION OF HWY 73
  4. DISCUSS/CONSIDER RESTRUCTURING OF MUNICIPAL NEEDS SUB-COMMITTEE
  5. DISCUSS/CONSIDER DOG/CAT LICENSING FEE INCREASE
  6. 2020 TID #3 BUDGET – FUND 511
  7. 2020 TID #4 BUDGET – FUND 512
  8. 2020 TID #5 BUDGET – FUND 513
  9. 2020 DCDTF BUDGET – FUND 802

VI. ORDINANCES

VII. COMMUNICATIONS

VIII. STAFF REPORTS
- A. ADMINISTRATOR'S REPORT

IX. ADJOURN

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

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

Elizabeth McCredie, Clerk
Village of Deerfield

Posted (3) 12/6/2019 (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, NOVEMBER 25, 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, McMullen, Kositzke Wieczorek, and Frutiger present. Also present: see sign-in sheet on file in Clerk's office.

CONSENT AGENDA
Motioned by McMullen and seconded by Evensen to approve the November 25, 2019 Board agenda with the correction of date in section II (A). All ayes, motion carried.

A. APPROVAL OF MINUTES FROM NOVEMBER 11, 2019
Motioned by Evensen and seconded by Kositzke to approve the minutes from November 11, 2019 with correction to section II (D) (1) line two to say "electrical charges" and section V (C) (5) line one to read "netting between the south and north baseball fields is needed as it has become a safety issue". All ayes, motion carried.

B. APPROVAL OF VOUCHERS
The Finance Committee reviewed and recommended payment for the vouchers listed. Motion by Wilkinson and seconded by Evensen to approve payment of checks #54804 to #54847 totaling $98,114.77. All ayes, motion carried.

C. TREASURER'S REPORT FOR OCTOBER 2019
McCredie gave the October 2019 Treasurer's report with the beginning balance in the checking account of $17,836.01, deposits totaling $238,077.51, checks totaling $163,564.01, payroll checks totaling $42,939.82 and the other expenses for the month totaling $26,856.14 leaving an ending balance of $22,553.55. The ending balance in the Money Market account was $1,440,955.03. The ending balance in the Local Government Investment Pool was $2,767,710.26. Motioned by Evensen and seconded by Wieczorek to approve the October 2019 Treasurer's report as presented. All ayes, motion carried.

D. COMMITTEE REPORTS

1. BID
Wilkinson reported the budget and operating plans for the 2020 BID were approved.

2. PLANNING COMMISSION
Tebon reported that they discussed the zero lot line request for 416/418 Meadow Trace and spoke to Marisa Mutty about the Main St. and Park Dr. project and the creation of a steering committee.

3. LIBRARY
McMullen reported that the 2020 Library budget was passed and discussion occurred on moving forward with the library expansion.

4. **PERSONNEL**
Frutiger reported that the employee raises for 2020 and the amendment to the Employee Handbook were approved.

5. DEER GROVE EMS
Frutiger reported that the 2020 DGEMS budget and the inner facility transfer agreement with Stoughton Hospital were approved. A Facility Operating Plan was approved and will be submitted to the state. An engagement letter with Johnson Block to complete the audit was passed. An involuntary overtime policy was approved and will go to the union. A response time policy and a patience signature policy for Life Quest's billing procedures were both approved.

6. COMMUNITY CENTER
Evensen reported that the refrigeration units will be completed soon. The bingo event raised approximately $3,000 and the pies are made for the Thanksgiving baskets.

7. SPECIAL BOARD
Frutiger reported that they reviewed the General Budget for 2020.

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

PUBLIC APPEARANCES

A. PUBLIC COMMENTS
Sandy Gilbertson spoke on behalf of the Deerfield Historical Society inquiring what will happen to the Historical Society's location if the Village Hall moves. They are in the process of forming a new board as some current members wish to step down from their positions or have passed away.

UNFINISHED BUSINESS, REVIEW & ACTION THERE ON

NEW BUSINESS

A. RESOLUTIONS

B. LICENSES & PERMITS

1. CONSIDER A REQUEST FOR AN OPERATOR'S LICENSE FOR THE PERIOD OF NOVEMBER 26, 2019 TO JUNE 30, 2020 FOR JOSEPH A NELSON
The Finance Committee and Police Dept. reviewed the request for an Operator's license from Joseph Nelson for the period of

UNAPPROVED

November 26, 2019 to June 30, 2020 and found no reasons for denial and recommended the issuance. Motioned by Tebon and seconded by McMullen to approve the issuance of Operator license to Joseph A. Nelson for the period of November 26, 2019 to June 30, 2020. All ayes, motion carried.

C. REVIEW & ACTION:

1. **DISCUSS/CONSIDER REQUEST FOR A CONDITIONAL USE PERMIT FOR ZERO LOT LINE DUPLEXES AT 416/418 MEADOW TRACE FROM ALLISON PATTERSON/DAVID DINKEL**
   David Dinkel explained he wishes to create a zero lot line for this duplex to sell the halves separately. Motioned by Tebon and seconded by Evensen to approve the Conditional Use Permit for a zero lot line at 416/418 Meadow Trace from Allison Patterson/David Dinkel with conditions of obtaining occupancy permit and if the building needs to be rebuilt it will need to comply with current building codes. All ayes, motion carried.
2. **DISCUSS/CONSIDER LETTER TO DOT REGARDING ROAD CONDITION OF HWY 73**
   Wieczorek explained he wanted the letter to the DOT and State Officials to express road condition concerns for the village and our residents. The board discussed, made changes and will review the letter again at the next board meeting.
3. **DISCUSS/ACTION VILLAGE CONSENT/AGREEMENT ON ASSIGNMENT AGREEMENT BETWEEN GREKA HOLDINGS LLC AND HOMETOWN BANK, RELATED TO DEVELOPMENT AGREEMENT, BANK FUNDING, AND TIF GRANT PROCEEDS**
   Attorney Smith explained that Greka is seeking financing for their project through Hometown Bank. Smith continued to explain and review the agreement. Motioned by McMullen and seconded by Evensen to conditionally approve the assignment agreement between Greka Holdings LLC and Hometown Bank in substantial conformant with what's presented and give authority and delegation to the Village President to execute the agreement in consultation with legal counsel. All ayes, motion carried.
4. **DISCUSS/ACTION ON COMMENCEMENT OF WORK UNDER DEVELOPMENT AGREEMENT WITH GREKA HOLDINGS PRIOR TO WEDC GRANT AWARD**
   Attorney Smith explained WEDC acknowledged the receipt of the grant application, but since there is no final contract, reimbursement costs are not a guarantee. Motioned by McMullen and seconded by Evensen to approve the commencement of work under the development agreement with Greka Holdings prior to the WEDC grant acceptance and to have Town & Country start surveying work for the road project on W. Nelson. All ayes, motion carried.
5. **2020 BUSINESS IMPROVEMENT DISTRICT (BID) BUDGET – FUND 203**
   The board reviewed the 2020 Business Improvement District (BID) Budget – Fund 203. Motioned by Wilkinson and seconded by Wieczorek to approve the 2020 Business Improvement District (BID) – Fund 203. All ayes, motion carried.
6. **2020 BID OPERATING PLAN**
   The board reviewed the 2020 BID Operating Plan. Motioned by McMullen and seconded by Evensen to approve the 2020 BID Operating Plan. All ayes, motion carried.
7. **2020 LIBRARY BUDGET – FUND 205**
   The board reviewed the 2020 Library budget – Fund 205. Motioned by McMullen and seconded by Evensen to approve the 2020 Library budget – Fund 205. All ayes, motion carried
8. **2020 DEERFIELD COMMUNITY DEVELOPMENT TRUST FUND BUDGET – FUND 801**
   The board reviewed the 2020 Deerfield Community Development Trust Fund budget – Fund 801. Motioned by Frutiger and seconded by Wieczorek to approve the 2020 Deerfield Community Development Trust Fund budget – Fund 801. All ayes, motion carried.

ORDINANCES

COMMUNICATIONS

STAFF REPORT

A. ADMINISTRATOR'S REPORT

McCredie reported there will be a Public Hearing for the 2020 Budget on December 2 at 7 p.m.

ADJOURN

Motioned by Tebon and seconded by Evensen to adjourn at 8:14pm. All ayes, motion carried.

/S/ Kim Grob
Deputy Clerk-Treasurer

NOT APPROVED

Application for an "Operator's" License

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

Pd 2/2

☒ New ☐ Renewal Date _____, ____

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

Answer the following questions fully and completely:

Name of Applicant Brandy (*First (legal)*) Lee (*Middle*) Evonovich (*Last*) Phone 608-440-0958

Address of Applicant 214 Morningside Dr.

*Date of Birth 11/08/1986 *Sex Female *Race White

*Driver's License Number E151-0728-6908-07 State issued out of WI

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

If so, where? LEARN 2 SERVE

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

If yes, date of such conviction September 2019 *Name of Court* Dane County

Nature of offense OWI first offense misdemenor

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

☒ NO ☐ YES - *Date and Nature of violation* _____

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

Have you been convicted of operating a motor vehicle while intoxicated? ☐ NO ☒ YES - *Date(s)* See Above

Name of employer for which license is intended MOBIL ON MAIN

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

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

STATE OF WISCONSIN
Dane County

Brandy Evonovich (*Applicant print name here*), being first duly sworn on oath says that (s)he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

X Brandy Evonovich
Applicant sign here

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

Barbara A Smith
Notary Public, Dane County, Wisconsin

The Deerfield Police Department conducted a background check on:			
Recommendation:	☒ I recommend **approval** of the license ☐ I recommend **refusal** of the license	***Records:***	☐ records attached ☐ no record
Explanation:			
Officer Signature:	11/6/19	***Approved by Village Board:***	

Sample Case - DOS

MV0611

T-1770-61

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of December 5, 2019, between Village of Deerfield, 4 North Main Street, Deerfield, Wisconsin 53531 (CLIENT) and Ayres Associates Inc, 5201 E. Terraced Drive, Suite 200, Madison, Wisconsin 53718 (CONSULTANT).

CLIENT intends to retain CONSULTANT for professional services for environmental consulting on the subject property formerly known as 40 West Nelson Street located in Deerfield, Wisconsin, and as described in Attachment A (hereinafter called the Project).

CLIENT and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by CLIENT as set forth below.

This Project includes services on a site with known contamination from past site activities. Because of the inherent risk on the site, provisions contained in Attachment E are hereby incorporated into this Agreement between CLIENT and CONSULTANT.

The following Attachments are attached to and made a part of this Agreement.

Attachment A - Scope of Services, consisting of 4 pages.
Attachment B - Period of Services, consisting of 1 page.
Attachment C - Compensation and Payments, consisting of 2 pages.
Attachment D - Terms and Conditions, consisting of 3 pages.
Attachment E - Terms and Conditions for Services Involving Hazardous Substances, consisting of 3 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Village of Deerfield		Ayres Associates Inc
CLIENT		CONSULTANT
	(Signature)	Ben Peotter
	(Typed Name)	Ben Peotter, PE
	(Title)	Manager – Environmental Services
	(Date)	December 5, 2019

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated December 5, 2019, between Village of Deerfield (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

CONSULTANT shall provide professional environmental services for CLIENT as provided below.

Background

CLIENT has entered into an agreement with the GreKa Holdings LLC to redevelop the 0.89-acre parcel that is in the process of being subdivided at the address 40 West Nelson, in the Village of Deerfield. Redevelopment activities will include removal of the existing former building slab and foundations (to be paid for using Village funds from a Wisconsin Economic Development Corporation [WEDC] Site Assessment Grant [SAG]), soil grading activities, removal of contaminated soil (if present), construction of a new building (including a new vapor mitigation system), construction of driveways and parking areas, and other ancillary elements to the site development.

As part of the redevelopment, the project will be responsible for implementing the elements of the Remedial Action Design Report that was submitted to the Wisconsin Department of Natural Resources (WDNR) on September 3, 2019 and approved by the WDNR project manager on October 21, 2019. Upon successful implementation of the project components outlined therein, a site closure packet will be prepared for the GreKa Holdings LLC parcel (southern subdivided parcel) under a separate project contracted with them. The northern subdivided parcel will remain in Village Ownership with a Local Governmental Unit (LGU) liability exemption under Wis. Stats. 292.11(9).

The following tasks below outline the Scope of Work to be performed by CONSULTANT. According to the Developer's Agreement executed between the Village of Deerfield and GreKa Holdings LLC, the following costs are to be paid by the Village, with reimbursement at a later date by WEDC.

Task 1 – Update of Health and Safety Plan

A site-specific Health and Safety Plan (HSP) must be updated for the project prior to performing fieldwork. The purpose of the HSP is to assign responsibilities, establish personal protection standards and mandatory safety practices and procedures, and provide contingencies for situations that may arise during site operations. The provisions of the plan are mandatory for all employees who are engaged in hazardous material management activities. The plan will be developed under U.S Environmental Protection Agency guidelines and will comply with applicable regulations, including Occupational Safety and Health Administration (OSHA) standards (29 Code of Federal Regulations [CFR] 1910 and 1926).

Task 2 – Sampling and Abandonment of Wells

Site development will result in the removal of two wells (H-MW-1 and H-MW-2) that were installed as part of the investigation performed under the SAG. To support closure, one additional groundwater sampling round will be performed at the two wells noted. The wells will be analyzed for volatile organic compounds (VOCs) which were detected in previous sample rounds but needs another round of data to support what appears to be a declining trend in concentrations. Upon completion of sampling, the wells

will need to be abandoned to support site redevelopment. Well abandonment will be performed in accordance with NR 812.26 Wisconsin Administrative Code, including completion of Form 3300-005. This scope proposes CONSULTANT subcontracting with a licensed well driller to perform this work. The two wells to be abandoned consist of 2" PVC casing and screen to depths of 14 and 15 feet below ground surface, respectively.

Task 3 – On-Site Documentation Services

CONSULTANT shall be present on-site at a frequency appropriate with documentation of construction (as defined below) to observe activities that are applicable to the *Remedial Action Design Report* submitted to the Wisconsin Department of Natural Resources (WDNR). Documentation of these activities will later be used for development of a Documentation Report that would be submitted with a WDNR Closure Request (Form 4400-202), both activities would be performed under a future contract amendment. Vapor mitigation system commissioning will also be part of the future scope of work.

GreKa Holdings LLC's Contractor or representative shall perform the following work and coordinate with CONSULTANT on the following activities which will be critical for documentation showing compliance with WDNR-approved remedial approach. Construction costs for these items will be paid for by either the Village or GreKa Holdings LLC in accordance with the Developer's Agreement. Upon proper notification, CONSULTANT will observe and document the following activities:

- Demolition of remaining building slab, foundation, and ancillary site features from the historic building, parking lots, and other demolition features
- Site Grading Activities. Note: CONSULTANT will need to sample soil material beneath the northern part of the building slab to be removed. If soil in this (or other) areas have elevated field readings with our PID/FID screening instrument, it may need to be characterized and managed as impacted soil (assumed up to 300 cubic yards of material). CONSULTANT will work with CLIENT and GreKa Holdings LLC and their representatives or contractors on proper characterization (with lab samples) and pending results, management (stockpiling, replacement on the site, or landfill disposal) of this soil material, which is generally described in materials management section the *Remedial Action Design Report* submitted to the WDNR.
- Protection of existing monitoring wells that will not be abandoned (MW-10S, MW-10I, MW-14SR, MW-14IR, MW-15D)
- Excavation of utilities (stormwater, sanitary sewer, water, or other utilities), foundations, or other items below grade for field screening of soil
- Installation of the vapor mitigation system, including review of proposed materials/submittals
- Relocation of pump and treat system
- Installation of hard surfaces (asphalt, concrete) and clean soil cap in non-hard surface areas
- Installation of new on-site clay-lined sedimentation basin

In addition, CLIENT shall assist CONSULTANT as necessary in obtaining information from GreKa Holdings LLC or their Contractor for all load tickets sent to the landfill, source documentation of clean infill soil to bring site to appropriate final grade (prior to importing fill), submittal of vapor mitigation system materials and equipment, and other pertinent information to support documentation and closure packet development. CONSULTANT shall not be responsible for fill material brought to the site to achieve site grades but can coordinate with GreKa Holdings LLC's Contractor on sourcing this material. In general, this is described in Section 5, Imported Fill, of the *Remedial Action Design Report* submitted to the WDNR. CONSULTANT will prepare field reports with photographs for each field visit to supplement the future Documentation Report.

The purpose of CONSULTANT's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for CLIENT and GreKa Holdings LLC a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Design Documents and that the integrity of the design concept. On the other hand, CONSULTANT shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

Defective Work. During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. CONSULTANT will notify CLIENT and GreKa Holdings LLC of such defective items to resolve issues.

Assumptions:

This task assumes a total of 100 hours of CONSULTANT field staff time (sourced from Ayres' Madison office), in addition to 16 hours of project manager time, two groundwater samples for VOCs will be collected, 15 soil samples (which include landfill characterization [TCLP, VOCs, Metals] and post-excavation confirmation samples [for VOCs]), field screening equipment, and other direct fees. It is assumed that GreKa Holdings LLC's Contractor shall accommodate stockpiling activities until proper waste characterization can be made with standard (i.e. 10 business day) turnaround time from the lab. If that is not the case, lab samples can be expedited for an additional fee not included in the cost estimate.

ARTICLE 2 – ADDITIONAL SERVICES

If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by CLIENT as indicated in Attachment C.

- Property or documentation survey services
- Further environmental investigation or sampling
- Engineering or architectural design services
- Vapor Mitigation System Testing and Commissioning
- Documentation Report Development
- Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the Project

ARTICLE 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

Designate a person in writing to act as CLIENT's representative.

Provide all criteria and full information as to CLIENT's requirements.

Furnish to CONSULTANT all available pertinent information including, but not limited to, property, boundary, easement, right-of-way, and utility surveys, the location of buried tanks, piping, and related utilities, and previous reports, all of which CONSULTANT may use and rely upon in performing services under this Agreement.

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

Provide access to the site of the Project and provide any required easements for monitoring wells to be installed on or off the site.

Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; and (2) Legal services with regard to issues pertaining to the Project as CLIENT requires or CONSULTANT reasonably requests.

Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of an unknown hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

Any permit or WDNR fees that become apparent over the course of the construction, or future submittals, are the responsibility of the CLIENT.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated December 5, 2019, between Village of Deerfield (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

Task	Calendar Days After Authorization to Proceed
Task 1 – Health and Safety Plan Update	5
Task 2 – Groundwater sampling and abandonment Of wells	5
Task 3 – On-site Observation	In conjunction with key Construction tasks – anticipated December 2019 to July 2020

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated December 5, 2019, between Village of Deerfield (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. CLIENT shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each of CONSULTANT's employees times Standard Hourly Rates for each applicable employee, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 The total compensation for services under paragraph 5.1.1 is estimated to be $21,500 as noted in Table 1 below. CONSULTANT shall not exceed an amount of $21,500 unless approved in writing by CLIENT.

Table 1 – Opinion of Probable Cost

Task	Opinion of Probable Cost
Task 1 – Health and Safety Plan Update	$200
Task 2 – Groundwater and Soil Sampling and Abandonment of Wells, includes Lab and Driller Fees [1]	$3,900
Task 3 – On-Site Documentation Services Ayres Associates Costs [2]	$17,400
TOTAL	**$21,500** [3, 4]

[1] Based upon two groundwater VOC samples, 15 soil VOC samples for sampling and confirmation of soil beneath slab, and one RCRA metals/PAHs/TCLP suite analysis for landfill characterizations. Standard lab turnaround time. Costs include lab fees and driller fees for well abandonment (2 wells).

[2] This estimate is based upon the following: 100 hours of field staff (20 site visits over course of this scope) plus 24 hours of PM staff time. Mileage from Madison, equipment, and other direct fees are included. If that time is insufficient to achieve the work required for proper documentation, CONSULTANT shall notify CLIENT of this issue to accommodate addition hours on a time and material basis outlined in a future contract amendment.

[3] WDNR Fees are NOT included in this contract

[4] CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the estimated project total unless approved by CLIENT.

5.1.2 Additional Services. CLIENT shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, Article 2, an amount equal to the cumulative hours charged to the Project by each of CONSULTANT's employees times Standard Hourly Rates for each applicable employee for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Other Provisions Concerning Compensation

5.1.3.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.1.

5.1.3.2 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January) and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.3.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon CLIENT's timely request, CONSULTANT shall make copies of such records available to CLIENT at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by CLIENT, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses and charges of CONSULTANT'S independent professional associates and subconsultants incurred through the effective date of termination.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated December 5, 2019, between Village of Deerfield (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

CONSULTANT's opinions of probable Project costs are made on the basis of CONSULTANT's experience, qualifications, and judgment; but CONSULTANT cannot and does not guarantee that actual Project costs will not vary from opinions of probable cost.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by CLIENT in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents prepared by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. CLIENT may make and retain copies for information and reference in connection with use by CLIENT. CONSULTANT acknowledges and agrees that CLIENT is subject to the Public Records Law of Wisconsin. CLIENT may provide copies of documents prepared by CONSULTANT pursuant to this Agreement as may be required by Wisconsin's Public Records Law.

7.3 Electronic Files

CLIENT and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Assignment of Rights

7.7.1 Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, CLIENT and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Records Retention

CLIENT is subject to the Public Records Law of the State of Wisconsin. As such, CONSULTANT agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement, or transmit all such records to CLIENT. CONSULTANT agrees to assist CLIENT if CLIENT receives a public record request pertaining to this Agreement to comply with such public records request. This provision shall survive the termination of this Agreement.

ATTACHMENT E - TERMS AND CONDITIONS FOR SERVICES INVOLVING HAZARDOUS SUBSTANCES

This is an attachment to the Agreement dated December 5, 2019 between Village of Deerfield (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - SERVICES INVOLVING HAZARDOUS SUBSTANCES

8.1 Standard of Care - Services Involving Hazardous Substances

In accepting this Agreement for professional services, CLIENT acknowledges the inherent risk associated with hazardous, oil, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions as well as with construction activities. In performing the professional services, CONSULTANT shall use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall be judged exclusively at the time the services are rendered and not according to later standards.

8.2 Project Site

8.2.1 CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature, or characteristics of any hazardous substances at, on, or under the site. In addition, CLIENT shall furnish all data, prior studies, manufacturing or waste disposal histories, and construction documents actually or potentially informative as to the actual conditions at the site for performance of CONSULTANT's services. CONSULTANT shall be entitled to rely upon CLIENT-furnished documents and information in performing the services required under this Agreement, however, CONSULTANT assumes no responsibility or liability for their accuracy or completeness.

8.2.2 CONSULTANT shall not supervise, direct, or have control over the work of construction contractors or their subcontractors. CONSULTANT's services do not include a review or evaluation of the contractor's or subcontractor's safety measures.

8.2.3 CONSULTANT shall be responsible only for its activities and that of its employees and subconsultants on the site. Neither the professional activities nor the presence of CONSULTANT or its employees or its subconsultants on the site shall imply that CONSULTANT controls the operations of others, nor shall this be construed to be an acceptance by CONSULTANT of any responsibility for jobsite safety.

8.3 Right-of-Entry

CLIENT shall furnish right-of-entry for CONSULTANT to such property as may be necessary for CONSULTANT to perform the services under this Agreement. CONSULTANT shall take reasonable precautions to minimize damage to the property caused by CONSULTANT's equipment but has not included in CONSULTANT's fee the cost of restoration of damage which may result from CONSULTANT's operations. If CLIENT requires CONSULTANT to restore property to its former conditions, the costs associated with restoration shall be added to CONSULTANT's fee.

8.4 Disposal of Contaminated Material

It is understood and agreed that CONSULTANT is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site.

8.5 Indemnification

8.5.1 It is understood and agreed that CLIENT is requesting CONSULTANT to undertake, for CLIENT's benefit, obligations involving the presence or potential presence of hazardous substances. Therefore, it is expressly understood that CLIENT shall in no manner hold CONSULTANT responsible for any existing site condition and the presence or potential presence of hazardous substances.

8.5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors and employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

8.5.3 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

8.5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. In the event there is joint negligence on the part of CLIENT and CONSULTANT, the responsibility and indemnification obligations for such negligence shall be prorated to reflect the relative degree of negligence or fault attributable to CLIENT and CONSULTANT. CONSULTANT shall not be liable for any indirect damages.

8.6 Limitation of Liability

8.6.1 CLIENT agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of $50,000.00 or CONSULTANT's fee, whichever is greater. In the event that CLIENT does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed $1,000,000.00 for increased consideration of ten percent (10%) of the total fee or $500.00, whichever is greater, upon receiving CLIENT's written request prior to the start of CONSULTANT's services.

8.6.2 CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to fault of other, regardless of nature of this fault, or whether it was committed by CLIENT or CONSULTANT, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8.6.3 Nothing contained within this Agreement is intended to be a waiver or estoppel of CLIENT 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. To the extent that indemnification is

available and enforceable, CLIENT or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for claims established by Wisconsin law.

8.7 Insurance

CONSULTANT represents that it carries statutorily required Workers' Compensation Insurance, Commercial General Liability Insurance in the amount of $1,000,000, Business Automobile Liability Insurance in the amount of $1,000,000, and Professional Liability Insurance, with Pollution Liability coverage, in the amount of $1,000,000. Certificates of these insurances shall be provided to CLIENT upon request. If CLIENT requires additional insurance coverage, CONSULTANT shall endeavor to obtain additional coverage at CLIENT's expense, payable in advance.

8.8 Precedence

These Terms and Conditions for Services Involving Hazardous Substances shall take precedence over any conflicting provisions elsewhere in the Agreement.

8.9 Severability

If any of these Terms and Conditions are determined to be invalid or unenforceable in whole or part, the remaining provisions of this Agreement shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

8.10 Survival

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

TO: Deerfield Village Board
FR: Elizabeth McCredie
Board Meeting Date: December 9, 2019

AGENDA ITEM: AWARDING BID FOR 2007 F350 WATER UTILITY TRUCK

The Village published a "For Sale" ad for the 2007 F350 Water Utility truck in the November 14th and 28th Independent issues with bids due by noon on December 4th.

The following 3 bids were received:

- Eco-Resource Consulting $8,001
- Holtz Landscaping $4,200
- Mary's Trucking $5,000

The Public Works committee will be discussing this at their meeting and forwarding their recommendation to the Village Board for final consideration.

If you have and questions on this issue prior to the meeting, feel free to contact me at Village Hall, at 764-5404, via cell 608-206-1782 or email: mccredie@deerfieldwi.com.

Liz

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

December 9, 2019

David Vieth, Director
WI Department of Transportation
SW Region Office, Madison
2101 Wright Street
Madison, WI 53705

Re: State Highway 73

Dear Director Vieth,

On behalf of the residents of Deerfield and the Village Board we are requesting that you meet with us to inspect and discuss the deteriorated condition of Hwy 73 (Main Street) within our municipal limits. We have had representatives from WI DOT give presentations on future plans for the mill and overlay and reconstruction to Hwy 73 but we do not feel that they understand the seriousness of the road conditions nor were they able to answer questions regarding the current condition of the roadway. They have told us that they are unable to do any repairs at this time but without some temporary repairs being made the road will not last until the proposed 2023 start date.

Highway 73, known as Main Street in Deerfield, is the primary route through the Village and our business district. It is also used as an alternate route for I39 for those wanting to connect with I94 east to Milwaukee which includes a considerable amount of truck traffic. The Village is currently moving forward on a considerable amount of economic development in the business district and the image of the Village is reflected by the condition of the highway.

The following are concerns the Village has with the deteriorated sections of Hwy 73 within our municipal limits:

1) The roadway will not last until 2023 when the repair work is tentatively scheduled
2) There are a number of safety concerns being;
   - the condition of the road is not safe for all modes of transportation such as motorcycles and bicycles (see comments by John Marchewka, road operations engineer for DOT, published in the Deerfield Independent)
   - vehicles need to swerve out of their lane of traffic in order to avoid potholes and ruts
3) Last winter a section of S Main Street had to be closed, by a Dane County Sheriff's Deputy, for a couple of hours until a Dane County repair crew could come out and repair a very large pothole that was unsafe for traffic.
4) The Dane County Highway Department does not seem able to keep up with the repairing of potholes that develop all winter long.

Other concerns;

1) There have been on-going delays as to when highway 73 will be reconstructed and still no definite timelines, which we are of aware of, have been made.
2) We were told other sections of highway 73 are being reconstructed in 2021 but not the Village's portion which is the worst section.
3) We don't understand why the obtainment of easements is the reason being given for the Village's reconstruction delay of an additional 2 years.
4) Village residents do not understand that the section of Hwy 73, located within the Village, is not the Village's responsibility to maintain and are expressing frustration with lack of action by Village government. This will only be compounded when they see other portions of Hwy 73, outside of the Village, being repaired.

The Village is asking that temporary repairs, within the Village limits, be made to Hwy 73 in the spring of 2020 and that the Village's reconstruction portion is performed at the same time as the rest of Hwy 73 in 2021. We have a concern that the rural areas of eastern Dane County are not getting the needed attention as the metropolitan areas.

Again, we are requesting a meeting with you, Village government officials, and the Chamber of Commerce as soon as possible and appreciate your assistance in this matter. A date and time to schedule a meeting can be arranged through the Village Administrator, Elizabeth McCredie who can be reached at 608.764.5404 or mccredie@deerfieldwi.com.

Sincerely

Greg Frutiger	Dave Wilkinson	Scott Tebon
Arnold Evensen	Jerry McMullen	Gary Wieczorek
Don Kositzke		

cc: Senator Scott Fitzgerald
Representative Barbara Dittrich
Dane County Executive Joe Parasi
Deerfield Chamber of Commerce

TID #3 Budget - 2020		
Base Value: January 1, 2005	$ 9,970,400	Value Change:
Current Value: January1, 2019	$ 34,207,700	$ 24,237,300
Last Year to Collect Increment - 2026		

REVENUES

Acct Number	Description	2019 Budget	2019 Projected	2020 Budget	2019 vs 2020
TIF #3 Revenue					
511-41000	TIF #3 Fund Revenue				
511-41112	Tax Increment	$ 466,332.00	$ 466,332.00	$ 497,499.00	$ 31,167.00
Intergovernmental Revenue					
511-42720	Exempt Computer Aid	$ 223.00	$ 223.00	$ 223.00	$ -
511-42721	State Personal Property Aid		$ 1,611.00	$ 5,595.00	$ 5,595.00
511-42733	Grants/SAG	$ 127,397.00	$ 3,070.00	$ 127,397.00	$ -
TIF Miscellaneous Revenue					
511-48110	Interest on TIF				
511-48118	Interest on Income - TIF				
Source 511-49					
511-49200	Proceeds from Long Term Debt			$ 1,000,000.00	
	TOTAL REVENUES	$ 593,952.00	$ 471,236.00	$ 1,630,714.00	

EXPENSES

Acct Number	Description	2019 Budget	2019 Projected	2020 Budget	2019 vs 2020
TIF Payback/Expenses					
511-50000-300	TIF #3				
511-50002-300	TIF #3 - Audit	$ 1,138.00		$ 1,188.00	$ 50.00
	TIF #3 - WI DOR	$ 150.00	$ 150.00	$ 150.00	$ -
	TIF #3 - Engineer/Attorney	$ 2,000.00	$ 18,467.00	$ 12,000.00	$ 10,000.00
511-50002-302	TIF #3 - Adm Charges	$ 12,550.00	$ 12,550.00	$ 12,550.00	$ -
	TIF #3 - 40 W Nelson/Ayres Assoc		$ 11,996.00	$ 21,500.00	$ 21,500.00
	TIF #3 - 23 W Nelson		$ 12,971.00		$ -
	TIF #3 - Interest on Advance	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ -
	TIF #3 - Econimic Coordinator	$ -	$ 30,000.00	$ 40,000.00	$ 40,000.00
TIF #3 Expenses - Other					
511-51000-400	TIF #3 Capital Outlay	$ 20,000.00	$ 11,937.00	$ -	
511-51000-401	Grants - Misc Vendors	$ 235,028.00	$ 85,389.00	$ 414,611.00	
511-51000-401	Grants/Tierney	$ 125,000.00		$ 125,000.00	
511-51000-402	W Nelson Street project		$ 35,046.00	$ 405,642.00	
511-51000-403	Downtown Revitalization Project			$ 500,000.00	
Cost Category 511-59					
511-59200-300	Transfer to DSF	$ 195,586.00	$ 195,586.00	$ 189,017.00	
	TOTAL EXPENSES	$ 593,952.00	$ 416,592.00	$ 1,724,158.00	

Grants in 2016 (pending Dev Agreement Benchmarks):	
Payment 8: $125,000	Tierney

2020 Budget Revenues v Expenses	$ (93,444.00)

TID #3 FUND BALANCE

Amount in fund January 1	$ (582,860.00)	$ (582,860.00)	$ (528,216.00)
Revenues	$ 593,952.00	$ 471,236.00	$ 1,630,714.00
Expenses	$ 593,952.00	$ 416,592.00	$ 1,724,158.00
Ending Fund Balance	$ (582,860.00)	$ (528,216.00)	$ (621,660.00)

The last date to incur project costs is 5 years prior to the final date to dissolve the district which in this case is September 12, 2020.
To qualify as "incurred" the Village would have needed to enter into a contract prior to September 12, 2020 committing the Village to incur these costs.
The actual cash does not need to be spent prior to the date to incur final capital costs; however, the written commitment does.

TID #4 Budget - 2020			
Base Value: January 1, 2007	$	2,401,400	Value Change:
Current Value: January1, 2019	$	1,985,600	$ (415,800)
Last Year to Collect Increment - 2028			

REVENUES

Acct Number	Description	2019 Budget	2019 Projected	2020 Budget
TIF #4 Revenue				
512-41000	TIF #4 Fund Revenue			
512-41112	Tax Increment	$ -	$ -	$0.00
Intergovernmental Revenue				
512-42720	Exempt Computer Aid	$ 15.00	$ 15.00	$ 15.00
TIF Miscellaneous Revenue				
512-48110	Interest on TIF #4	$ 100.00	$ 128.00	$ 160.00
Source 512-49				
512-49200	Proceeds from Long Term Debt	$ -		
	TOTAL REVENUES	$ 115.00	$ 143.00	$ 175.00

EXPENSES

Acct Number	Description	2019 Budget	2019 Projected	2020 Budget
TIF #4 Expenses				
512-50000-300	TIF #4 - Audit	$ 569.00	$ 675.00	$ 594.00
	TIF #4 - WI DOR	$ 150.00	$ 150.00	$ 150.00
512-50000-400	TIF #4 - Outlay			
512-50000-401	TIF #4 Grants/Other			
Transfer to DSF (Debt Service Fund)				
512-59200-300	Transfer to DSF	$ 1,171.00	$ 1,171.00	$ 1,122.00
	TOTAL EXPENSES	$ 1,890.00	$ 1,996.00	$ 1,866.00

2016 Budget Revenues v Expenses	**$ (1,691.00)**

TID #4 FUND BALANCE

Amount in fund January 1	$ 8,837.00	$ 8,837.00	$ 6,984.00
Revenues	$ 115.00	$ 143.00	$ 175.00
Expenses	$ 1,890.00	$ 1,996.00	$ 1,866.00
Ending Fund Balance	$ 7,062.00	$ 6,984.00	$ 5,293.00

TID #5 Budget - 2020				
Base Value: January 1, 2008	$	11,700	Value Change:	
Current Value: January1, 2019	$	312,600	$	300,900
Last Year to Collect Increment - 2028				

REVENUES

Acct Number	Description	2019 Budget	2019 Projected	2020 Budget
TIF #5 Revenue				
513-41000	TIF #5 Fund Revenue	$ -		$ -
513-41112	Tax Increment	$ 6,332.00	$ 6,332.00	$ 6,176.00
Intergovernmental Revenue				
513-42720	Exempt Computer Aid		$ 24.00	$ -
TIF Miscellaneous Revenue				
513-48110	Interest on TIF #5	$ 20.00	$ 39.00	$ -
Source 513-49				
513-49200	Proceeds from Long Term Debt	$ -		$ -
	TOTAL REVENUES	$ 6,352.00	$ 6,395.00	$ 6,176.00

EXPENSES

Acct Number	Description	2019 Budget	2019 Projected	2020 Budget
TIF #5 Expenses				
513-50000-300	TIF #5 - Audit	$ 569.00	$ 675.00	$ 594.00
	TIF #5 - WI DOR	$ 150.00	$ 150.00	$ 150.00
513-50000-400	TIF #5 - Outlay	$ -		
513-50000-401	TIF #5 Grants/Other	$ -		
Transfer to DSF (Debt Service Fund)				
513-59200-300	Transfer to DSF	$ 7,333.00	$ 7,333.00	$ 7,023.00
	TOTAL EXPENSES	$ 8,052.00	$ 8,158.00	$ 7,767.00

2017 Budget Revenues v Expenses	**$ (1,591.00)**

TID #5 FUND BALANCE

Amount in fund January 1	$ 420.00	$ 420.00	$ (1,343.00)
Revenues	$ 6,352.00	$ 6,395.00	$ 6,176.00
Expenses	$ 8,052.00	$ 8,158.00	$ 7,767.00
Ending Fund Balance	$ (1,280.00)	$ (1,343.00)	$ (2,934.00)

DCDTF BUDGET FOR 2020 - FUND 801

Revenue	2019 Budget	Projected for 2019	2020 Budget	2019 v. 2020
801-41111 BID Interest				
Interest	$5,573	$5,944	$6,000	$427
Total	$5,573	$5,944	$6,000	
Total Revenue	$5,573	$5,944	$6,000	$427

Expenditures	2019 Budget	Projected for 2019	2020 Budget	2019 v. 2020
801-50000 Grant Expenses				
Misc. Grants upspent in 2019	$6,099	$877	$5,228	-$871
Misc. Grants for 2020			$6,488	$6,488
Total	$6,099	$877	$11,716	$5,617
Total Expenditures	6,099.00	877.00	11,716.00	$5,617
Balance	-526.00	5,067.00	-5,716.00	
BID Fund Balance				
Amount in fund 01/01/2018	6,649.00	6,649.00	11,716.00	
Revenues vs Expenses	-526.00	5,067.00	-5,716.00	
Fund Balance Total	6,123.00	11,716.00 *	6,000.00	0.00

* designates the amount available for 2020

ENCUMBERED EXPENDITURES AND BALANCE TO BE ALLOCATED FOR 2020 GRANTS

NON-EXPENDABLE BALANCE	531954.20
BALANCE IN MM 132-557-38	11716.69
LESS ORIGINAL BALANCE	531954.20
BALANCE REMAINING	**11716.69**

2019 - ENCUMBERED ALLOCATIONS	AMOUNT	ACTUAL 2020 EXPENSES	BALANCE REMAINING
must be spent by 9/30/20			
Deerfield Community Center	1000.00	0.00	1000.00
Deerfield Community Center	500.00	0.00	500.00
Library	350.00	0.00	350.00
Park Committee - 2 trees	300.00	0.00	300.00
Public Works - flag	78.31	0.00	78.31
Public Works - street trees	3000.00	0.00	3000.00
		0.00	0.00
Total Encumbered	5228.31	0.00	5228.31

2020 GRANT ALLOCATIONS	AMOUNT	ACTUAL 2019 EXPENSES	BALANCE REMAINING
must be spent by 9/30/21			
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
Total Allocation for 20~~19~~ 20	0.00	0.00	0.00
Misc. Expenses			
postage, misc expenses	0.00	0.00	0.00
			0.00
Total Misc.	0.00	0.00	0.00
TOTAL	**5228.31**	**0.00**	**5228.31**
			5228.31

Balance available to be spent in MM	**11716.69**
Unspent 2019 allocations	5228.31
Total allocations not spent	**5228.31**
Total availabe for 2020 allocations	**6488.38**