

**PLANNING COMMISSION / ECONOMIC DEVELOPMENT COMMITTEE
AGENDA
VILLAGE OF DEERFIELD**

**FOR A MEETING OF THE PLANNING COMMISSION / ECONOMIC DEVELOPMENT COMMITTEE
OF THE VILLAGE OF DEERFIELD TO BE HELD AT
THE DEERFIELD VILLAGE HALL, 4 N. MAIN STREET, DEERFIELD, WISCONSIN ON
NOVEMBER 18, 2019 AT 6:00 P.M.**

- I. CALL TO ORDER – NOTING OF ROLL BY CLERK**
- II. CONSENT AGENDA**
 - A. APPROVAL OF MINUTES FROM OCTOBER 21, 2019 AND OCTOBER 28, 2019**
- III. PUBLIC APPEARANCES**
 - A. PUBLIC HEARING REQUEST FOR A CONDITIONAL USE PERMIT FOR ZERO LOT LINE DUPLEXES AT 416/418 MEADOW TRACE FROM ALISON PATTERSON/DAVID DINKEL**
 - B. PUBLIC COMMENTS**
- IV. UNFINISHED BUSINESS, REVIEW & ACTION THERE ON**
- V. NEW BUSINESS**
 - A. RESOLUTIONS**
 - B. REVIEW & ACTION**
 - 1. DISCUSS/CONSIDER REQUEST FOR A CONDITIONAL USE PERMIT FOR ZERO LOT LINE DUPLEXES AT 416/418 MEADOW TRACE FROM ALISON PATTERSON/DAVID DINKEL**
 - 2. DISCUSS/CONSIDER A TID 3 GRANT REQUEST FROM DEERFIELD COMMUNITY CENTER – 10 LIBERTY STREET, SUITE 130**
 - 3. DISCUSS/CONSIDER REQUEST FROM THE CHAMBER ECONOMIC DEVELOPMENT COMMITTEE FOR ONGOING TID #3 FINANCIAL INFORMATION**
- VI. COMMUNICATIONS**
- VII. STAFF REPORTS**
- VIII. 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 PLANNING COMMISSION AND ECONOMIC DEVELOPMENT COMMITTEE 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 PLANNING COMMISSION AND ECONOMIC DEVELOPMENT COMMITTEE 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 11/14/2019

**PLANNING COMMISSION / ECONOMIC DEVELOPMENT COMMITTEE
MINUTES
VILLAGE OF DEERFIELD**

**FOR A MEETING OF THE PLANNING COMMISSION / ECONOMIC DEVELOPMENT COMMITTEE
OF THE VILLAGE OF DEERFIELD HELD AT THE DEERFIELD VILLAGE HALL, 4 N. MAIN STREET,
DEERFIELD, WISCONSIN ON OCTOBER 21, 2019 AT 6:00 P.M.**

CALL TO ORDER – NOTING OF ROLL BY CLERK

The meeting was called to order at 6:00pm by Chair Tebon. Roll call: Evensen, Quamme, Riesop, C Frutiger, G Frutiger, Bastian and Tebon. Also present: Attorney Smith and those listed on sign-in sheet.

CONSENT AGENDA

Motion by Tebon and seconded by Evensen to approve the October 21, 2019 agenda as posted. All ayes, motion carried.

A. APPROVAL OF MINUTES FROM AUGUST 19, 2019 AND SEPTEMBER 16, 2019

Motion by Quamme and seconded by Bastian to approve the minutes from August 19, 2019 as written. All ayes, motion carried.

Motion by Evensen and seconded by G Frutiger to approve the minutes from September 16, 2019 as written. All ayes, motion carried.

PUBLIC APPEARANCES

A. PUBLIC COMMENTS - none

UNFINISHED BUSINESS, REVIEW & ACTION THERE ON

1. DISCUSS/CONSIDER A TID 3 GRANT REQUEST FROM DEERFIELD RENTALS/TERESA PELLETIER – 2 S MAIN STREET

Pelletier submitted her revised TID 3 grant request that will help improve the property at 2 S Main Street. This property is a three (3) unit apartment and the owners have a vision to provide modern living spaces that incorporated the Village's vision to have a "safe and quality way of life. The parking area for this property is similar to other properties in the downtown business district and part of the grant request would allow for additional space using the existing entrance which will not affect the street parking. The grant request includes façade renovation, improve stability, modernize insulation and window for \$30,070, improve drainage and increase parking options for residents for \$20,069 and electric upgrades at \$3,398 totaling \$53,537.

Motion by Evensen and seconded by Bastian to approve and recommend to the Village Board issuance of a TID 3 grant request to Deerfield Rentals LLC/Teresa Pelletier at 2 S Main Street for \$53,537.00. All ayes, motion carried.

NEW BUSINESS

A. RESOLUTIONS

B. REVIEW & ACTION

1. DISCUSS/CONSIDER A REQUEST FROM THE VILLAGE OF DEERFIELD FOR A VARIANCE FROM THE MINIMUM LOT SIZE ALLOWED IN THE M-1 INDUSTRIAL ZONING DISTRICT AND WAIVERS TO OTHER PROVISION OF VILLAGE CODE CH. 112 RELATED TO THE SUBDIVISION OF 40 W NELSON STREET BY CERTIFIED SURVEY MAP

Attorney Smith informed the commission that per the Development Agreement with GreKa they are to purchase the portion of 40 W. Nelson that is not contaminated, and lease the portion that is contaminated, which will remain in Village ownership. The Village is requesting a variance from the minimum lot size as such is incorporated into the subdivision code pursuant to Deerfield Code section 112-8(4) and waivers on the following conditions in order to comply with the agreement:

- Fees for the CSM application and review, engineering, inspection, attorney, and waiver/variance application be waived per sections 112-450 and 112-452
- Pre-development agreement, development agreement: security for performance per sections 112-39, 112-45, and 112-84(d)(3) and,
- Erosion Control plans per sections 112-84(d)(3) and 112-178: and Chapter 105

Motion by Tebon and seconded by Evensen to approve and recommend to the Village Board a variance from the minimum lot size allowed in the M-1 Industrial zoning district and waiver to the following conditions:

- Fees for the CSM application and review, engineering, inspection, attorney, and waiver/variance

application be waived per sections 112-450 and 112-452

- Pre-development agreement, development agreement: security for performance per sections 112-39,112-45, and 112-84(d)(3) and,
- Erosion Control plans per sections 112-84(d)(3) and 112-178: and Chapter 105

All ayes, motion carried.

**2. DISCUSS/CONSIDER – GENERAL DEVELOPMENT PLAN FOR WOODSEGE DEVELOPMENT
- WALTER & IRENE OLSON**

Sona and Sanjay Olson, on behalf of Walter & Irene Olson, came before the commission to present their conceptual development plan for the Woodsedge development. The plan starts at Hwy 73 going north crossing London Rd. and connecting to Morningside Drive with potential for Commercial and Residential growth. After explanation of their plan the Olson's asked if the Village would support moving the northerly access point further to the north and the members had no issue with this move.

COMMUNICATIONS

STAFF REPORTS

ADJOURN

Motion by Tebon and seconded by Bastian to adjourn at 6:35 pm. All ayes, motion carried.

/S/ Elizabeth McCredie
Village Administrator/Clerk/Treasurer

**PLANNING COMMISSION / ECONOMIC DEVELOPMENT COMMITTEE
MINUTES
VILLAGE OF DEERFIELD**

**FOR A MEETING OF THE PLANNING COMMISSION / ECONOMIC DEVELOPMENT COMMITTEE
OF THE VILLAGE OF DEERFIELD HELD AT THE DEERFIELD VILLAGE HALL, 4 N. MAIN STREET,
DEERFIELD, WISCONSIN ON OCTOBER 28, 2019 AT 6:50 P.M.**

CALL TO ORDER – NOTING OF ROLL BY CLERK

The meeting was called to order at 6:55pm by Chair Tebon. Roll call: Evensen, Quamme, C Frutiger, G Frutiger, Bastian and Tebon present Riesop absent. Also present: Attorney Smith.

CONSENT AGENDA

Motion by Tebon and seconded by Evensen to approve the October 28, 2019 agenda as posted. All ayes, motion carried.

PUBLIC APPEARANCES

A. PUBLIC COMMENTS

UNFINISHED BUSINESS, REVIEW & ACTION THERE ON

NEW BUSINESS

A. RESOLUTIONS

B. REVIEW & ACTION

1. DISCUSS/CONSIDER CERTIFIED SURVEY MAP RELATED TO 40 AND 38 W NELSON STREET, INCLUDING THE SUBDIVISION OF 40 W NELSON STREET AND MERGER OF A PORTION OF 40 W NELSON STREET WITH 38 W NELSON STREET

Attorney Smith informed the Commission members that at their last meeting the variances and waivers for 40 W Nelson Street were approved but not the CSM. The CSM has been revised per Greka's request with 34 W Nelson being removed and GreKa still needs to verify the line sets on the CSM.

Motion by Quamme and seconded by Bastian to approve the CSM for 38 and 40 W. Nelson Street, with the condition that GreKa approves the SCM lot separation lines with 30 days of this approval. All ayes, motion carried.

COMMUNICATIONS

STAFF REPORTS

ADJOURN

Motion by Tebon and seconded by Bastian to adjourn at 6:5pm. All ayes, motion carried.

/S/ Elizabeth McCredie
Village Administrator/Clerk/Treasurer

**NOTICE OF A PUBLIC HEARING
VILLAGE OF DEERFIELD**

Notice is hereby given of a Public Hearing before the Deerfield Planning Commission on Monday, November 18, 2019 at 4 N. Main Street, Deerfield, WI 53531 at approximately 6:05 p.m. to hear public comment on a request from Alison Patterson and David Dinkel for a Conditional Use Permit for zero lot line duplexes at 416/418 Meadow Trace, Deerfield, WI. Final approval will be considered by the Deerfield Village Board on Monday, November 25, 2019, at approximately 7:15 p.m. at 4. Main St., Deerfield, WI.

The public can make written or oral comments at this hearing.

/s/ Elizabeth J. McCredie
Village Administrator, Clerk-Treasurer

CLASS I LEGAL

PUBLISH: November 7, 2019

CONDITIONAL USE PERMIT APPLICATION
VILLAGE OF DEERFIELD

RECEIVED
OCT 25 2019
VILLAGE OF DEERFIELD

FILE NUMBER OF APPLICATION _____

DATE 10/24/2019

APPLICANTS NAME AND ADDRESS ALISON R. PATTERSON and David
R. Dinkel, 310 N. Atwood Lane, Deerfield
WI 53531

PHONE 608-695-6262

I/We are applying for a conditional use permit according to Village Ordinance 24.84(1-9) for the purpose of _____

changing the status of an existing
duplex to two zero lot line units

The location that the conditional use permit is being requested for is 416/418 Meadows Trace
Deerfield WI 53531

The fee for a conditional use permit is \$175.00 and must be collected before the application will be processed. The fee is payable to the Village of Deerfield at the Village Clerk's office and is non-refundable.


Signature of Applicant

10/24/2019
Date

VILLAGE USE ONLY

Application forwarded to:

Attorney _____,

Planning Commission Members _____,

Village Clerk _____,

Village Engineer _____,

Building Inspector _____.

Certified Survey Map

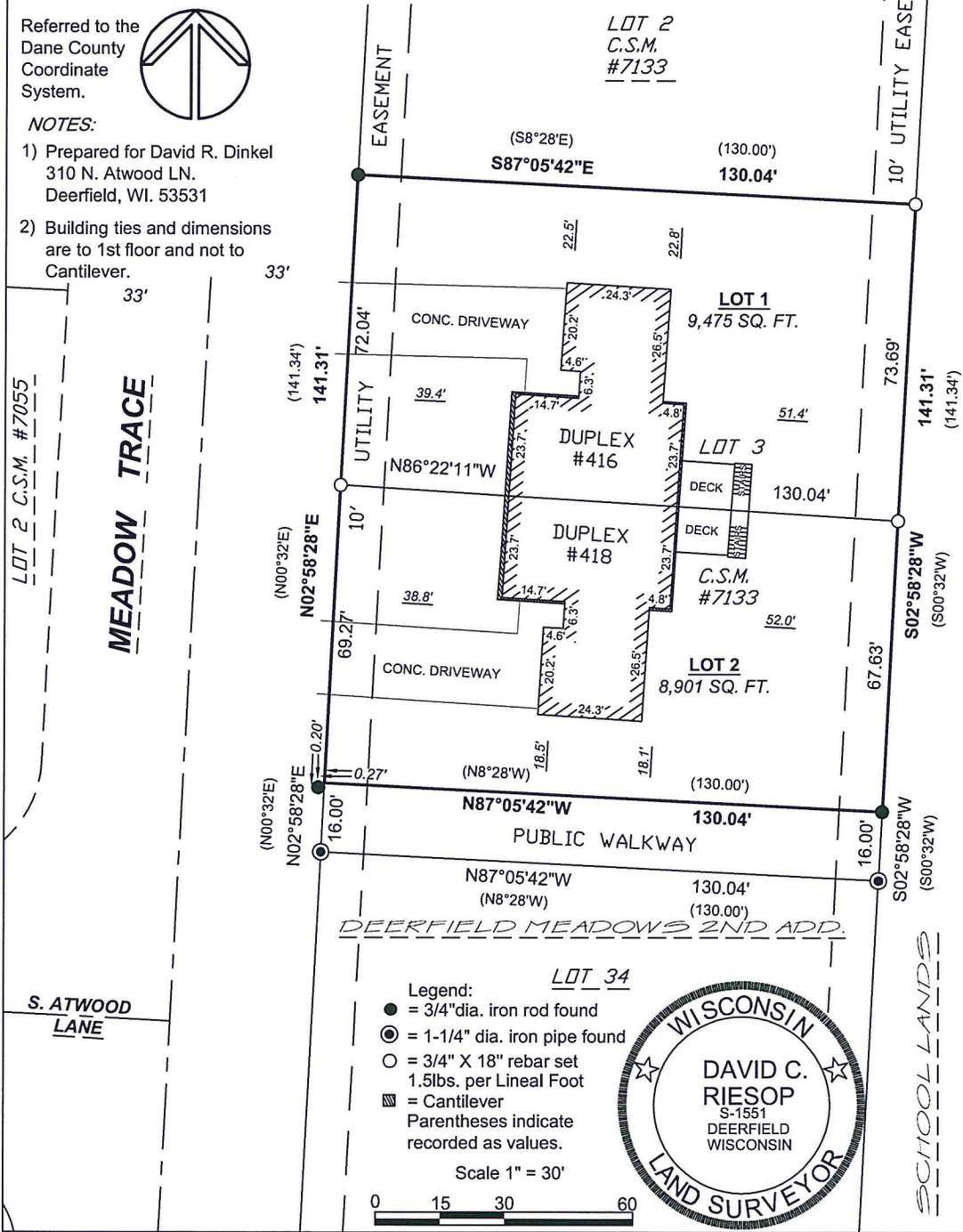
LOT 3 OF DANE COUNTY CERTIFIED SURVEY MAP NUMBER 7133,
VILLAGE OF DEERFIELD, DANE COUNTY, WISCONSIN.

Referred to the
Dane County
Coordinate
System.



NOTES:

- 1) Prepared for David R. Dinkel
310 N. Atwood LN.
Deerfield, WI. 53531
- 2) Building ties and dimensions
are to 1st floor and not to
Cantilever.



Wisconsin Mapping, LLC

surveying and mapping services
306 West Quarry Street, Deerfield, Wisconsin 53531
(608) 764-5602

Dwg. No. 5436-19 Date 10/01/2019

Sheet 1 of 2

Document No.

C. S. M. No. V. P.

Sec. 113-195. - R-3, Two-Family Residential District.

- (a) *Purpose.* The provisions of this section apply to the R-3 district. This district is intended to provide for moderate to medium density residential development with emphasis on single- and two-family residential uses. Nonresidential uses are limited to those which are compatible with the medium density character of the district.
- (b) *Permitted uses.* The following uses of land are permitted in the R-3 district:
- (1) One- or two-family dwellings.
 - (2) One private garage with a minimum 400 square feet per dwelling unit.
 - (3) Community living arrangements which have a capacity for eight or fewer persons.
 - (4) Foster family home.
 - (5) Permitted accessory uses and buildings under section 113-193(b)(3) allowed in the R-1 Single-Family Residential District.
 - (6) Home occupation and professional home offices as specified therein.
 - (7) The keeping of chickens pursuant to and in accordance with a license issued under chapter 6, article II.
- (c) *Conditional uses.* The following are permitted as conditional uses within the R-3 district:
- (1) Community living arrangements which have a capacity for nine or more persons.
 - (2) Utilities.
 - (3) Single-family detached dwellings.
 - (4) Churches and their affiliated uses.
 - (5) Bed and breakfast inns.
 - (6) Parks, playgrounds and swimming pools.
 - (7) Schools.
 - (8) Private garages exceeding the permitted use requirements.
 - (9) Zero lot line construction.
- (d) *Lot, building and yard requirements.*
- (1) Lot width: Minimum 90 feet.
 - (2) Lot area: Minimum 12,000 square feet.
 - (3) Principal building:
 - a. Front yard: Minimum 30 feet.
 - b. Side yard: Minimum ten feet.
 - c. Rear yard: Minimum 25 feet.
 - (4) Accessory building:
 - a. Front yard: Minimum 30 feet.
 - b. Front yard (other than garage use): Minimum five feet from back of the principal building.
 - c. Side yard: Minimum three feet.
 - d. Rear yard: Minimum three feet.
 - e. Height: Maximum 18 feet.

- f. Building height: Maximum 35 feet.
- (5) Percent of lot coverage: Maximum 30 percent.
- (6) Parking spaces required: Two per dwelling unit.
- (7) No detached garages are permitted.
- (8) Lot, yard and principal building requirements for zero lot line construction:
 - a. Lot frontage: Minimum 45 feet.
 - b. Lot area: Minimum 6,000 square feet.
 - c. Front yard: Minimum 30 feet.
 - d. Side yard: Minimum ten feet on one side and zero feet on the other side.
 - e. Rear yard: Minimum 25 feet.
- (9) Total minimum floor area of dwelling: The minimum floor area of a dwelling shall be 950 square feet per dwelling unit.
- (10) Zero lot lines are permitted as follows:
 - a. After June 1, 1996, to obtain approval for zero lot line construction on buildings for which the building permit was issued, each unit shall be required to have separate sewer and water lateral connections; separate sewer/water, electric and gas shutoffs; and separate sewer/water, electric and gas meters.
 - b. Prior to June 1, 1996, to obtain approval for zero lot line construction on buildings for which the building permit was issued, each unit shall be required to have separate sewer/water, electric and gas meters.
 - c. All zero lot line construction shall also be required to obtain approval of and record a certified survey or plat map, as appropriate under the land division ordinance, and a satisfactory maintenance agreement. In addition to other land division and building construction requirements, the owner shall not be entitled to an occupancy permit until the owner:
 - 1. Has had a surveyor verify that the zero lot line on the map accurately depicts the actual centerline for the common walls after the foundation of the building has been poured (through as-built plans or other means satisfactory to the village engineer); and
 - 2. Has provided confirmation of same to the building inspector.
 - d. No occupancy will be granted without a satisfactory and approved maintenance agreement.
- (e) *Other requirements.* A two stall garage is required for each dwelling unit.

(Prior Code, §§ 10.03, 24.24)

**ZERO LOT LINE DECLARATION
AND MAINTENANCE AGREEMENT
LOT ONE, C.S.M. #7133**

Legal Description:

Lot One of Certified Survey Map No.7133
recorded in the Dane County Register of Deeds
Office in Volume 36 of Certified Survey Maps,
Page 115 as Document No. 2480936, in the
Village of Deerfield, Dane County, Wisconsin.

Return To:
RE/MAX Property Shop
33 N. Main St.
PO Box 103
Deerfield, WI 53531

Tax Roll Parcel Number:
0712-282-7258-7

ZERO LOT LINE DECLARATION AND MAINTENANCE AGREEMENT

THIS DECLARATION made as of this ____ day of November, 2019 by David R. Dinkel and Alison A. Patterson, presently the owners of a certain duplex dwelling. This Declaration and Maintenance Agreement is made for the purpose of creating a Zero Lot Line and providing for the future maintenance of the two separate units of the duplex dwelling

WITNESSETH:

WHEREAS, the undersigned are owners of certain real property located in Dane County, Wisconsin, and described as Lot Three, Certified Survey Map #7133, in the Village of Deerfield, Dane County, Wisconsin, and

WHEREAS, there is located upon the property two single family living units of a duplex dwelling sharing common wall; and

WHEREAS, the undersigned executes this Declaration and Agreement for the

protection of the owners and maintenance of the property and the duplex building located thereon and each separate dwelling portion thereof, and further, in anticipation of the subsequent sale of one or both of the separate dwelling units.

NOW, THEREFORE, IT IS HEREBY DECLARED, AS FOLLOWS:

1. The units are intended for residential purposes only as is presently or hereafter defined and permitted by the zoning ordinances and are restricted to that use. Each of the parties agree that their property shall be used for residential purposes only with no trade or business of any kind being carried on therein excepting home occupations as defined by the Village of Deerfield or Dane County. No nuisance shall be permitted to exist or operate within or on either unit. The leasing or rental of the unit for residential purposes is not prohibited by this clause provided any such leases or rental are made subject to, and the tenants are bound by, the provisions of this Declaration. Each of the parties agree to maintain hazard insurance on their portion of the property which indicates that such portion of the property is insured to replacement value. In addition, both parties agree to maintain liability insurance in typical amounts.

2. The owners of the units shall maintain and repair the exterior surface of their dwelling portion of the duplex building, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of the roof and driveway, and to be liable for the cost of any such maintenance or repairs made on their dwelling portion of the duplex dwelling building. If any unit owner considers the dwelling portion of the other unit to be in need of any such repair or maintenance, hereinafter referred to as "work", they shall give written notice thereof to the other unit owner. Such notice shall specify the nature and extent of the work considered to be needed. If the other unit owner fails or neglects to perform the requested work or disagrees, in writing, that such work is needed, then, within thirty (30) days from the receipt of said written notice, the unit owners shall submit the issue of the necessity of the work and the nature and extent thereof to the American Arbitration Association at its offices, by mail at 150 N. Michigan Avenue, Suite 3050, Chicago, Illinois 60606, or at such address then known to be that of said Association, or via their website at adr.org.
 - A. The arbitrator named by that Association shall be authorized to determine the format and procedure for arbitration limited only to the minimum due process requirements of the U.S. Constitution. The determination of the arbitrator shall be final and binding upon the owners, their heirs, successors, personal representatives, agents and assigns.

Arbitration as herein provided shall be the exclusive method for resolution of disputes relating to the maintenance, repair, and use of the property. The fees and expenses, if any, for the arbitrator shall be borne equally by the parties unless otherwise determined by the arbitrator. Each party shall bear the cost of his own exhibits and advocate, if any. A different arbitrator may be used if American Arbitration Association is no longer available or otherwise unable to perform.

B. Notwithstanding the above, in the event that repair of the duplex building is required on an emergency basis and failure to make such repairs would result in further damage to the said building or result in the untenability of the same, either unit owner may repair the damage and be entitled to contribution from the other unit owner for the cost of any repairs made to the other unit owner's portion of the building.

3. Neither unit owner, without first obtaining written consent of the other shall make or permit to be made any substantial structural alterations or improvements to the exterior of the duplex dwelling building or to his property. (i.e., additions, water and sewer lateral repairs, additional driveway area, etc.) In connection therewith, alterations, changes or improvements exceeding an aggregate cost of One Thousand Dollars (\$1,000) shall be considered substantial.

4. Only dogs, cats or other domesticated household pets may be kept by a unit owner on his property, provided that in no event shall such pets be kept, bred, or maintained for any commercial purpose. All such pets shall be housed wholly within the dwelling unit and no outside pens or structures shall be permitted unless otherwise agreed to in writing between the owners of the two units.

5. Owners shall maintain their property in good, sanitary and attractive conditions, including but not limited to mowing the grass to a reasonable height, the removal of noxious weeds and removal of snow and ice from walkways and driveway.

6. OTHER CONDITIONS:

A. Any repairs or maintenance performed or allowed to be performed by a unit owner to the exterior or his dwelling portion of the duplex building shall employ materials uniform or consistent with those materials already incorporated into the building and improvements.

B. No exterior structural changes or alterations shall be made to any unit without the prior written agreement between the owners of the two units.

- C. No unit owner shall change the color of the siding, trim or roof of his portion of the duplex building at any time without prior written agreement between the unit owners. Homogeneous roof, siding and trim colors shall be required at all times.
 - D. Outside doors, as to style, type and color, including garage doors, shall be identical at all times as to each unit.
 - E. All outside areas shall be kept free from rubbish, debris, trash, and other unsightly materials and shall not be obstructed, littered, defaced, or misused in any manner nor shall any fire hazards be allowed to exist.
 - F. No garbage cans, supplies or other articles shall be placed outside of either of the dwelling units but rather shall be kept within the dwelling units or the attached garages except while the same shall be presently in use.
 - G. No outdoor storage of any kind shall be allowed upon the property without prior written agreement between the owners of the two dwelling units with the exception of a reasonable amount of firewood for a fireplace (if any) which shall be neatly stacked.
7. Unit owners shall not perform or allow to be performed any act or work which will impair the structural integrity or aesthetic appearance of the duplex dwelling building or the safety of the property of the other owner.
8. Any portion of a wall or roof of the dwelling building placed on the dividing line between the respective properties shall constitute a party wall and the general rules of law regarding party walls and of liability for damage due to negligent or willful acts or omissions shall apply thereto.
9. The owners of the individual dwelling units, their invitees, tenants, agents, personal representatives, successors and assigns, shall at all times abide by and be bound by any protective covenants, restrictions, and easements of record that are effective as to the Certified Survey Map in which this property is located.
10. Enforcement of the covenants and restrictions of this Declaration may be by any proceeding at law or in equity against any unit owner violating or attempting to violate any such covenants or restriction to restrain violation or to recover damages. Failure by any unit owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to do so thereafter.
11. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof and the Declaration shall be construed in all respects as if such invalid or unenforceable provisions were



**REDEVELOPMENT
RESOURCES**

Project Name: Deerfield Community Center Safety Improvements
Applicant: Deerfield Community Center
Address: 10 Liberty Street Suite 130
Amount requested: \$25,000

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.
- #3 To encourage the leveraging of new private investment in the community.
- #8 To support the downtown and main street revitalization in the Village.
- #9 To provide needed services.
- #10 To improve the quality of life in the Village.

Eligibility

The Deerfield Community Center is not owned or operated by the Village, so it is an eligible applicant under the TIF Grant Manual. The expenses for which grant money is being requested are considered Eligible Activities under the Grant Manual.

Project Description

The Deerfield Community Center will add exterior lighting, a new sign, and a handicap-accessible vestibule to the building. The total project investment will be \$68,513 and they are requesting a grant of \$25,000 to help with the project. The breakdown of cost estimates is:

New sign: \$7,246
Exterior lighting: \$15,267
Accessible vestibule: \$46,000

Community Benefits

These updates will improve the safety, functionality, and curb-appeal of the building. The lighting will improve safety for users moving from the parking lot to the building and the new well-lit sign will make it easier for users to find the Community Center. The professional signage will also display pride for the Center and the Village to the community and visitors. The handicap-accessible vestibule will allow for safer pick-up and drop-offs as well as provide a level of protection from the elements for all users.



**REDEVELOPMENT
RESOURCES**

Sources & Uses

	Community Center funds (includes existing and pledged contributions and other grants) (64%)	TID 3 Grant (36%)	Total
Exterior lighting New sign Vestibule	\$ 43,513	\$ 25,000	\$ 68,513

RECEIVED

NOV 11 2019

VILLAGE OF DEERFIELD



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 11/11/2019

Fees Paid \$125⁰⁰ 11/12/19
Per Section 2.4(1) & (2)

APPLICANT INFORMATION

PROJECT INFORMATION

Property Owner Deerfield Community Center

Business Name Deerfield Community Center

Mailing Address 10 Liberty St, Suite 130
Deerfield, WI 53531

Project Title Community Center Improvements

Project Address 10 Liberty St, Suite 130
Deerfield, WI 53531

Contact Person Julie Schwenn

Contact Address same as above

Contact Person phone 608-764-5935 ex 2

e-mail julie.schwenn@dcenter.org

Parcel Number	Year _____ Assessed Value	Year _____ Equalized Value
<u>0712-214-5922-1</u>	<u>\$0 - we don't pay property taxes</u>	

Information found on tax bills.

- 1) Description of project (250 words or less) addressing the following: *See attached letter*
 - 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. *N/A - We don't pay property taxes*

Construction Year	Value	Type

- 4) Why assistance is needed (250 words or less). *See attached letter*

- 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

N/A - We are not building a new building

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



Deerfield Village Hall

11/11/2019

4 N. Main St.

Deerfield WI 53531

Re: TID Grant Application

Dear Deerfield Village Planning Commission;

Through the hard work of the Deerfield Community Center Staff, Volunteers, local businesses, the Town of Deerfield and the Village of Deerfield, the remodeling of the Deerfield Community Center is 90% complete. Since our move to the new Center in June of 2019, we have already seen substantial business growth and elimination of blight in the area. Together we have converted an old unsightly and vandalized school building, which sat unoccupied for over 13 years, into the new community hub. Since we have been here:

- We have improved the look of the building by adding new energy efficient windows, a new roof, updated bricks and new paint.
- Removed over grown brush, dead trees and an abandoned playground material and replaced them with a new parking lot, picnic patio area and rain garden.
- Increased the number of residents using the Center for Senior Programs, meetings/rentals, food pantry and after school care. Our after school program alone is up 100% from last year's numbers.
- Our new 150+ capacity Community room is drawing local service groups, vendors and businesses, but is also drawing individuals outside Deerfield to spend their money here – like the Craft and Vending Fair on 11/9/19. They packed our house and other businesses in the area.



10 Liberty St. Suite 130
PO Box 404 Deerfield, WI 53531
608/ 764-5935



We are off to a tremendous start converting a building that has been a long term problem - into a community resource. However, our work is not complete. The facility has public safety issues that need to be addressed. For example:

1. The outside of our building, sidewalks and parking lot is not lit safely for evening events (which we have many). We thought the street lighting would be adequate but we are finding it is not.
2. Our building does not have adequate, lit signage for guest and visitors to easily and safely find us.
3. During inclement weather, we do not have a drop off vestibule for individuals with disabilities and seniors to quickly get in and out of the elements. We also don't have disability access at the front of our building.

The cost of these projects is \$68,500. The Community Center can contribute \$43,500 to complete these projects. A grant of \$25,000 is needed to bring these public safety projects to fruition. With the amount of fund raising we have already completed on the new Community Center (\$800,000) we are finding the local businesses and residents to be tapped out. With these Grant Funds, we could address these significant safety concerns and keep the cost of Community Center services down.

We are a long way down the path of building a tremendous community asset that is going to show a pay back in increased property values, new foot traffic in the area and community involvement/pride that brings new residents and keeps the current ones. We have already added one part time employee for our after school program since we have been here and expect to add another to work with the explosion of requests to use and rent the facility.

Thank you for your consideration.

Todd Tatlock

DCC Board President

CC Elizabeth McCredie

DEERFIELD COMMUNITY CENTER

BID SUMMARY

COMPANY	ITEMS BID ON	BID
GRANT SIGNS	DCC SIGNAGE	\$7,246.00
ELECTRICAL SOLUTIONS	LIGHTING FOR SIGNAGE, PARKING LOT & VESTIBULE	\$15,267.00
VOGEL BROS & BUILDING COMPANY	VESTIBULE & ACCESSIBLE ENTRY	\$46,000.00
		<u>\$68,513.00</u>



2810 Syene Road
Madison, WI 53713
(P) 608.838.7794

October 22, 2019

Quote Number: 58096

Billing Address

Deerfield Community Center
10 Liberty St #130
Deerfield WI 53531

Work Location

Deerfield Community Center
10 Liberty St #130
Deerfield WI 53531

DP Industries LLC agrees to provide the materials, labor and equipment to perform work in accordance with the following specifications and drawings.

Line	Alt	Top Level Number	Drawing Number	Unit Price	Quantity	Line Total
1		Signage	58096-01-0	\$7,246.00	1.00	\$7,246.00

(initial) Accepted _____ Not Accepted _____

Work Description

Install raceway-mounted, LED-illuminated channel letters as shown on referenced design drawing.

Pricing assumes power for the sign is already available & accessible and that we can drive our installation vehicle(s) right up to the sign installation area.

Total of Quoted Lines: \$7,246.00

Pricing above does not include permit fees or taxes, if applicable.

Upon acceptance of this proposal, please initial acceptance of each appropriate quote line, sign on the Authorized Representative line at the end of proposal, sign one original copy of the referenced drawing(s), and return to DP Industries LLC with the appropriate down payment. Upon receipt of those items, DP Industries LLC will initiate permitting if applicable and schedule the work in accordance with this proposal.

Terms and Conditions:

Warranty: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings identified and submitted for the above work and completed in a substantial workmanship manner for the sum of the options selected. DP Industries LLC warrants that our products are free from defects in material or workmanship for a period of one year.

Footings: For the sake of suggesting the proper foundation size and structural steel for sign(s) included on this quote, key necessary assumptions were made concerning vertical bearing soil pressure and lateral bearing soil pressure as well as the type of digging conditions that will be encountered at the time of installation. Depending on the actual soil type a different foundation size or type may be needed from what was assumed for this proposal. A change in the foundation size, type or structural steel requirements, or differing soil conditions may change the price of sign(s). Unless otherwise noted in the quote it is that the footings will be placed in soil that consists of sand, silty sand, clayey sand, silty gravel or clayey gravel with a vertical bearing of 1,500 pounds per square inch (PSI) and a lateral bearing of 150 PSI. It is further assumed that there will be no unusual obstacles or extraordinary circumstances that will impact our ability to augur/dig these footings. If a fixed price which eliminates the risk of incremental time and material charges beyond the amount of our quote is preferred, a soil boring and soil analysis can be conducted by an engineering firm (at the purchaser's cost) so that precise data from the sign site can be used in determining a fixed price for the footings, foundation and structural steel required for your sign(s). Please see our website at www.grantsigns.net for additional details.

Electrical: A licensed electrician must be used to bring feed wires of suitable capacity and approved type to the location of the sign or display, and to make appropriate connections at the sign or display. Pricing does not include charges for electrical connection.

Financial: Terms of this sale require 50% down upon the acceptance of this proposal with balance due upon completion. However, if this sale is under \$1,500, payment in full may be required upon acceptance of this proposal. Purchaser agrees to pay for items purchased under the terms of this proposal on receipt of invoices submitted. In the event payment is not made as agreed, Purchaser shall be in default of this proposal and agrees to pay a service charge on amounts 30 days past due at the rate of one and one-half percent (1 1/2%) per month. In the event this Contract is placed for collection or if collected by suit or through any court, Purchaser agrees to pay Company's reasonable costs and attorney's fees. Any alteration or deviation for the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. This includes all agreements contingent upon strikes, accidents, and delays beyond our control. The owner is to carry fire, tornado, and any other necessary insurance on the above work.

Property/Ownership: Existing signage being de-installed at the customer's request will become property of DP Industries LLC and removed and disposed of at our discretion unless otherwise stated within this agreement. All signs remain the property of DP Industries LLC until paid for in full including applicable interest. DP Industries LLC reserves the right to place our vendor identification decal on your finished product(s). DP Industries LLC will determine the size, color and placement, which may be different for each sign. All designs & specifications produced by DP Industries LLC are the sole property of DP Industries LLC and they are only for the customers use in connection with a proposed project. Artwork and printed material are not to be used by anyone outside your organization, nor is it to be reproduced, copied or exhibited in any form without the consent of DP Industries LLC.

Quote will expire: 11/5/2019

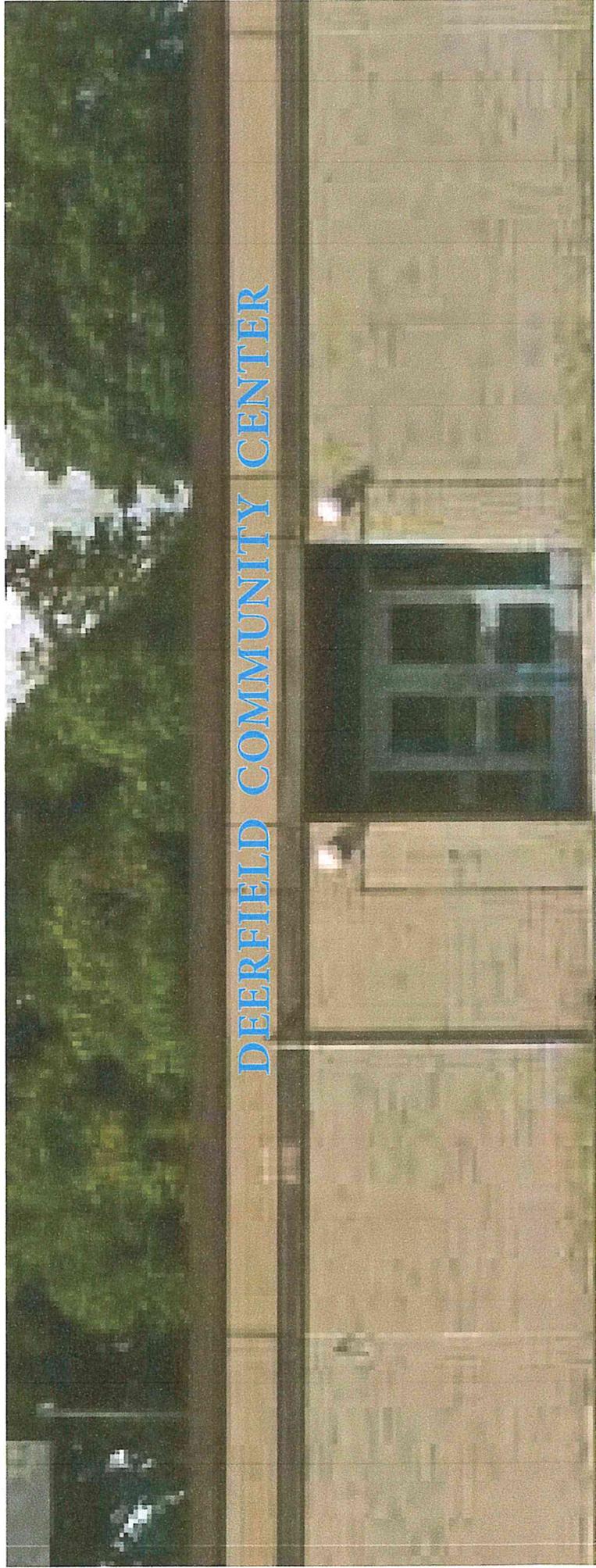
Accepted By	Julie Schwenn	Deerfield Community Center	Date
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Submitted By	Dom Dacy	DP Industries LLC	Date
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DEERFIELD COMMUNITY CENTER

DEERFIELD COMMUNITY CENTER

SIMULATED NIGHT VIEW



Electrical Solutions, Inc.

2928 County Road MN
Stoughton, WI 53589

www.electricalsolutions-inc.com

Telephone: 608-838-5159
Fax: 608-838-0307

Proposal / Contract

October 28, 2019

Deerfield Community Center
10 Liberty Street Suite 130
Deerfield, WI 53531

Project: Exterior

Attention: Phil 608 764 5935

To include the following per walk thru

Exterior Receptacle

Add 2 – 120v 20amp breakers
Add 20amp raceway to the West side of building
Add 2 – weather proof GFI receptacles on west side of building

Price: \$1,217.00 Approval _____ Date _____

West Side Wall Pack

Add raceway between 3 wall pack fixtures
Add 3 – 70watt LED wall packs
Add photo eye on each wall pack

Price: \$2,640.00 Approval _____ Date _____

South Building Sign

Add 2 – contactors on inside of building for self-light wall sign, controlled by a time clock

Price: \$1,127.00 Approval _____ Date _____

South Side Bollards

Add 7 – LED bollards along sidewalk
Add 7 – concrete bases
Add pipe and wire between bollards
Add trenching and back fill

Price: \$10,283.00 Approval _____ Date _____

Authorized Signature



Bernard Esch

Date 11-28-19

Terms / Conditions: Payments to be made 15 days after invoice date, to the value of 100 percent (100%) of all work completed. Invoicing will be done on a monthly basis with the entire amount of contract to be paid within 15 days after completion. A finance charge computed by a periodic rate of 1 1/2% per month (APR 18%) will be applied on previous months' adjusted balance. Adjusted balance is the unpaid balance, including finance charges, less all payments and credits made since the last billing. Any alteration or modification from the above specifications involving extra cost of material or labor will be executed only upon written change order and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing

Price quote good for 10 days

11/8/19

Julie Schwenn & Phil Montalto,
Deerfield Community Center
10 Liberty St, Suite 130
Deerfield, WI 53531

RE: Vestibule @ Senior Center Entrance and Auto. Operators
10 Liberty St, Deerfield

Dear Julie and Phil,

Vogel Bros. Building Co. will provide the following scope of work for the Lump Sum Price of Forty Six Thousand Dollars (\$46,000), subject to additions and deductions by Change Order.

Work Included:

- *Adding a new automatic door operator to one of the inner and outer door leafs of the Liberty St entrance.
- *Furnish and install a three sided 10' x 8' prefinished entrance vestibule to the Senior Center entrance off of Grand Ave. Includes pre-assembled roof & wall panel unit, auto operated door, light fixture & unit heater in vestibule.
- *3'-0" x 7'-0" door opening @ vestibule to match existing entry door.
- *Related electrical work to power door operators, demo lighting above existing door and tie-in new light in vestibule.
- *\$2,500 allowance to hire architect to generate permit drawings. (waiting on feedback from Building Department to see if necessary)

Work Not Included:

- *Adding electric strikes to the Liberty St entrance doors. If they don't already exist, assumes doors will be dogged open during operating hours and manually locked when closed.
- *Foundations or modifications to the existing sidewalk for the new vestibule.
- *Lighting work already priced by Electrical Solutions, to include light bollards along Liberty St walk, power to building sign, building mounted lighting for new parking lot and exterior power outlets.

Assumptions/Clarifications:

- *Vestibule will be designed to allow for movement at the connections to the existing building in case the sidewalk moves due to frost heaving and/or ground settling.

Date of Commencement and Substantial Completion:

The date of commencement of the Work shall be 10-12 weeks after approval of vestibule shop drawings. Substantial Completion of the Work shall be achieved not later than a week after commencement.

Payment Terms:

Net 30 days from billing date. Finance charge of 1.5% per month on all past due balances.

Other Provisions:

- *Assumes a tax exempt certificate will be provided upon contract execution.
- *Add \$17,800 if continuous frost depth foundations are required for the new vestibule.

Indemnification:

To the fullest extent permitted by law, Vogel Bros. Building Co. shall defend, indemnify and hold harmless the Owner and its agents, consultants, and employees from all claims for bodily injury and property damage that may arise from the performance of the Contract Work to the extent of the negligence attributed to such acts or omissions by Vogel Bros. Building Co., its subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Insurance:

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance written on a builder's risk "all-risk" or equivalent policy form comprising the total value of the entire project.

Counterparts:

The undersigned parties agree that this Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof. Facsimile and electronic PDF signatures of this Agreement shall be treated as original signatures.

This Agreement is entered into as of the day and year first written above.

OWNER:

Deerfield Community Center

CONTRACTOR:

Vogel Bros. Building Co.

Authorized Signature

Authorized Signature

Print Name, Title

Ross Rehfeldt, Vice President of Operations
Print Name, Title

If you have any questions regarding this Agreement, please contact Ted Kelly directly at 608.663.8992 or at 608.241.5454.



November 13, 2019



To the Planning Commission:

First, we would like to take a moment to acknowledge your hard work with TIF #3, knowing there have been lots of meetings and lots of decisions to make. Thank you for that. Knowing the work for the Village assessment is now complete and the amendment to the TID is also passed, the EDC felt it would be beneficial to everyone to have a running numbers item/report on the PC agenda every month. This would allow anyone who opens a commission packet, anyone who attends a meeting, anyone who is curious about maybe applying for a grant themselves before September 2020, to be able to see the work that's planned or been done and what is coming up. Specifically, we are asking for the financial totals for the whole TIF #3 to be distributed in the monthly packet and/or be a discussion item on the agenda for questions or to be reported on as a whole.

As a piece of this related to those who have grant requests approved, the EDC would like to know if Ehlers can help recipients deal with the taxation issue (i.e. any grant monies received are taxed at 25% as income for the year in which it was received). What tools are they aware of that might help on the accounting side for those recipients. Could this be added as a discussion item or just passed along to Ehlers?

Thank you for considering this request.

The EDC of the Deerfield Chamber of Commerce