

**VILLAGE OF WINDSOR  
BOARD RESOLUTION 2016-82**

**APPROVING OF ENGAGEMENT OF PROFESSIONAL FINANCIAL SERVICES  
TO AMEND TAX INCREMENTAL DISTRICT NO. 1**

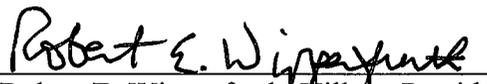
**WHEREAS**, the Village Board finds that the Village of Windsor has a need to acquire professional financial services for the completion of an amendment to Tax Incremental District No. 1;

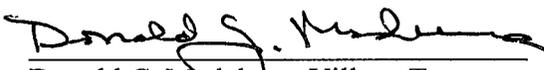
**WHEREAS**, the Village Board has reviewed the relevant information,

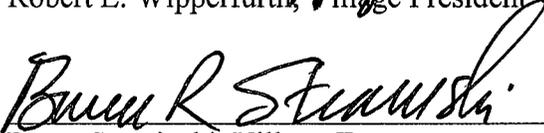
**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Windsor that it hereby approves engagement of Ehlers to perform such financial services in accordance with the Proposal to Amend Tax Incremental District No. 1 attached hereto as Exhibit A.

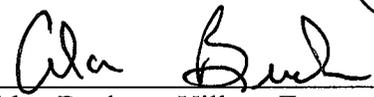
The above and foregoing Resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the June 2, 2016 by a vote of 5 in favor and 0 opposed.

**Village of Windsor**

  
\_\_\_\_\_  
Robert E. Wipperfurth, Village President

  
\_\_\_\_\_  
Donald G. Madelung, Village Trustee

  
\_\_\_\_\_  
Bruce Stravinski, Village Trustee

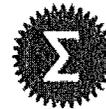
  
\_\_\_\_\_  
Alan Buchner, Village Trustee

  
\_\_\_\_\_  
Monica M. Smith, Village Trustee

*Attested by:*

  
\_\_\_\_\_  
Tina Butteris, Deputy Clerk

**Incorporated by Reference:**  
Exhibit A



May 25, 2016

Tina A. Butteris  
Village Clerk  
Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532

**RE: Proposed Project: Tax Incremental District Amendment**

Dear Tina:

In accordance with your request, we are herewith transmitting our Agreement to provide Tax Incremental Financing Services. Please have one copy signed and returned to our office.

Ehlers has been involved in the evaluation, creation and amendment of more tax increment districts than any other firm in the state, which makes Ehlers the right choice to guide the Village through this process. Throughout the evaluation and creation process, it is important to have a partner that is not driven by potential future fees guiding you through the process. This means that the advice given is free of any conflicts and is based on a fiduciary duty to you, the client.

Please note that our contract is divided into phases. A breakdown of the services to be provided by phase has been outlined in this agreement. The Village would have the right to terminate the project at the conclusion of each phase. At this time, Ehlers is prepared to begin the Feasibility Analysis. Should the Village decide to move forward with this project, following the completion of the analysis, Ehlers is prepared to begin all other phases outlined.

Ehlers & Associates has been providing tax increment assistance to Wisconsin municipalities since the tool was developed in the 1970's. We assist more Wisconsin municipalities with the creation and amendment of TIDs annually than any other firm in the state. Our firm has provided services for over 400 districts, which is nearly one third of all creations and amendments in Wisconsin. Our experience makes Ehlers the right choice to guide the Village through this process. We look forward to the opportunity to work with the Village on this important project. If you have any questions regarding the agreement feel free to contact me at any time.

Sincerely,

**EHLERS & ASSOCIATES, INC.**

James A. Mann, CIPMA  
*Senior Municipal Advisor - Director*

cc: Paula Czaplewski, TIF Coordinator, Ehlers

Exhibit A



# Agreement to Provide Tax Incremental Financing Services

Date of Agreement: May 25, 2016  
Client: Village of Windsor, WI  
Proposed Project: Tax Incremental District #1 Boundary Amendment #1 (the "Project")

This Agreement is between the Village of Windsor (the "Client") and Ehlers & Associates, Inc. ("Ehlers"). Ehlers agrees to provide the following scope of services for the above Project:

## Scope of Services

### Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether or not the Project is a statutorily and economically feasible option to achieve the Client's objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
  - Equalized Value test.
  - Purpose test (industrial, mixed use, blighted area, or in need of rehabilitation or conservation).
  - Newly platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - A summary of the development assumptions used with respect to timing of construction and projected values.
  - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
  - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
  - A draft time table for the Project.

- Present the results of the feasibility analysis to the Client’s staff, Plan Commission or governing body.

## Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated below and on the following. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	Prepare Notice of Meeting and transmit to Client’s designated paper. Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions. Provide agenda language to Client. Attend meeting to present draft Project Plan.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes. Designate Client Joint Review Board representative. Identify and recommend Public Joint Review Board representative for appointment.
Plan Commission Public Hearing	Prepare Notice of Public Hearing and transmit to Client’s designated paper.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.
Plan Commission	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for Plan Commission consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Distribute Project Plan & resolution to Plan Commission members in

<sup>1</sup> If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

		advance of meeting. Prepare meeting minutes.
Governing Body Action	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for governing body consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Provide Project Plan & resolution to governing body members in advance of meeting. Prepare meeting minutes.
Joint Review Board Action	Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions. Prepare Notice of Meeting and transmit to Client's designated paper. Provide agenda language to Client. Attend meeting to present final Project Plan. Provide approval resolution for Joint Review Board consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes.

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

### Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

## Compensation

In return for the services set forth in the "Scope of Services," Client agrees to compensate Ehlers as follows:

Phase I	\$ 1,700
Phase II	\$ 7,300
Phase III	\$ 1,500
<b>Total</b>	<b>\$ 10,500</b>

## Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

## Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements (normally provided by municipal attorney).
- Preparation of District metes & bounds description (needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

<b>Current Wisconsin Department of Revenue Fee Schedules</b>	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

### Execution and Authority

By executing this Agreement, the person signing on behalf of Client represents that he/she has the authority to execute agreements of this type on behalf of Client and that this Agreement constitutes a binding obligation of Client enforceable in accordance with its terms/

The above Contract is hereby accepted

by the Village of Windsor, Wisconsin,

by its authorized officer this 2nd day of June, 2016.

By: Robert E. Wiggan Title: Village President

~~Ehlers & Associates, Inc.~~

By: [Signature] Title: Senior Mkt / Director

Dated: May 26, 2016.