CITY OF STOUGHTON, 207 S FORREST STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the proper City official(s) to enter into an agreement with Ehlers to undertake a financial analysis of the project pro forma for a portion of the 51 West Subdivision

Committee Action: Finance Committee Approved X-0 on May 11, 2021

Fiscal Impact: Max $10,750 to be reimbursed by the Developer

File Number:	R - -2021	**Date Introduced:**	May 25, 2021

WHEREAS, the City of Stoughton is anticipating a request for Tax Increment Financing ("TIF") Assistance in relation to the proposed 51 West Development ("Development"); and

WHEREAS, in the event a request for TIF Assistance is received, an independent review of the project pro forma information should take place and include the following analyses:

- Review the Project's anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify the "gap", if any, and evaluate the need for public assistance, including whether it satisfies the "but for" test
- Analyze the financing structure and market indicators to confirm cost estimates
- As appropriate, evaluate alternative scenarios and structures to provide Client with empirical results to determine if, and how, to provide requested assistance

WHEREAS, the approved Urban Service Area Amendment, Tax Incremental District Evaluation and Amendment of Pre-Annexation Agreement between the City of Stoughton and Fifty One West LLC establishes the reimbursement and deposit requirements associated with this engagement; and

WHEREAS, the fees associated with the feasibility work Ehlers has already been engaged to complete will be reduced by $3,000 as a result of this separate engagement.

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper City official(s) are authorized to enter into an agreement with Ehlers to undertake a financial analysis of the project pro forma for a portion of the 51 West Subdivision.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Mayor Tim Swadley Date

Council Action: _____ ☐ **Override** **Vote** _____

May 6, 2021

Jamin Friedl, Director of Finance/Comptroller
City of Stoughton, Wisconsin
381 E Main St
Stoughton, WI 53589

Re: Written Municipal Advisor Client Disclosure with the City of Stoughton ("Client") for 51 West Subdivision Proforma Review ("Project" Pursuant to MSRB Rule G-42)

Dear Jamin:
As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

David Ferris
Municipal Advisor

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[1] This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A
Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest
Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice
Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities
Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business
Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties
Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements
Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration
Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events
Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at http://www.sec.gov/edgar/searchedgar/companysearch.html) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B
Project Pro Forma Analysis and Developer Negotiations

Client has requested that Ehlers undertake a financial analysis of the project *pro forma* for a *portion* of the 51 West Subdivision submitted by RHD Properties LLC ("Developer"). The scope in question is projected to contain roughly 160 market rate multifamily units, 10 duplex units (5 buildings), and related infrastructure needs, all on the East side of Hwy 51 ("Project"),

Project Background

Developer has submitted a plan to develop an approximately 70 acre mixed use neighborhood, located at U.S. Highway 51 and Rutland Dunn Town Line Road, which is intended to include multifamily and duplex units, single-family housing, senior housing, retail/commercial uses, park/open spaces, and site amenities. The Project will be the first component of the overall development to be analyzed. Client is now considering a request from the Developer for public assistance. The Developer suggests that without public financing assistance, the Project would not proceed as planned.

As the Client's independent advisor, Ehlers will conduct the following analyses:

1) Review the Project's anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify the "gap", if any, and evaluate the need for public assistance, including whether it satisfies the "but for" test;
2) Analyze the financing structure and market indicators to confirm cost estimates;
3) As appropriate, evaluate alternative scenarios and structures to provide Client with empirical results to determine if, and how, to provide requested assistance.

Scope of Service

Ehlers proposes and agrees to provide the following scope of services:

1) **Review developer's data and back-up materials.** Ehlers will compile and conduct analysis on the Developer's proposed work. Prior to beginning our analysis, we will require the following materials from the Developer:
    a) Description of structure of public assistance needed and a narrative for why it is being requested.
    b) A live Excel version of the Developer's *pro forma* template including property tax projections and anticipated returns.
    c) Backup documentation for:
        i) Construction costs
        ii) Any proposed commercial tenants, rents and pass-throughs
        iii) Any developer financing related to the project and specific terms.
    d) "As is" appraisal for Project Site, Purchase and Sale Agreement, or other backup for the purchase price
    e) Project specs including square footage of all commercial/residential space and gross square footage for the project.
    f) Site plan and conceptual elevations.
    g) A GANTT Chart or proposed timeline for project completion and lease-up, if necessary.

2) **Conduct analysis on the project *pro forma*, both with public assistance and without it**. Ehlers will review the developer's projected revenues and expenses associated with the ongoing operation of the completed Project as compared to Ehlers' model and assumptions utilizing industry resources, such as CoStar, RS Means, as well as local market expertise. Ehlers will prepare other alternate scenarios to provide the Client a reasonable expectation of the developer's projected returns within market ranges, and any associated risks for the Client.

3) **Estimate Client revenues from TIF or other sources.** Ehlers will build a cash flow model from the proposed project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes. Finally, Ehlers will identify options for financing any needed Client portion of the project, if necessary.

4) **Prepare a summary report for the Client.** The report will summarize the results of our analysis and make recommendations as appropriate to the Client. Ehlers will conduct a conference call with Client's staff to discuss the analysis, potential costs and benefits of the project and review any additional feedback from the Client prior to the final report. Ehlers will be available to make a presentation to the Client Board/Council as appropriate.

5) **Participate in Developer Negotiations, as requested by the Client.** As needed, Ehlers will participate with the Client's negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. If needed, Ehlers staff will provide support to the Client in discussions and developing iterations of a Development Agreement. The final agreement is subject to Client's attorney approval.

Based on the financial analysis outlined above, Ehlers will make recommendations to the Client on possible incentives or assistance to Developer, and the use of "Look Back" provisions in the Development Agreement, so that if the Project is more successful than originally projected when submitting a TIF requested, the Developer returns a portion of the funds to the Client.

If warranted, Ehlers will conduct further analysis, modeling and "what-if" scenarios as part of this engagement. The Ehlers team assigned to the Client is available for questions and encourages as much collaboration as possible.

Additional Services (Elective)

Though not a part of this scope of services, should a "Look Back" provision be incorporated into a development or redevelopment agreement, Client may authorize Ehlers, under a separate engagement, to perform a "Look Back" analysis upon Project sale or another milestone. Ehlers will review the Developer's actual costs and return numbers in accordance with the timing and returns outlined in the respective development agreement. Ehlers will inform Client of the results and prepare a summary report for Client, and if authorized by Client, for review by Developer. This scope of services will be billed on an hourly basis, based on prevailing rates at the time of the engagement.

Timeline

To complete the agreed upon scope of work, Ehlers estimates that 30 days are needed from the time we receive required information from the Developer. This estimate may change depending on various factors, including the complexity of the project, the corresponding TID statutory deadlines, if applicable, and the completeness of data received from the Developer. Ehlers will be transparent throughout the technical and reporting processes and will be available to discuss the findings of the project throughout the engagement. If the Client determines that the schedule needs to change, Ehlers will use its best efforts to accommodate the timeline.

Compensation

Ehlers will charge Client a flat fee of $8,750 for preparation of the analysis detailed in Scope of Service items 1), 2) and 3). A brief e-mail summary of the analysis will be provided to Client as part of these scope items. If Client desires a formal written report, an additional fee of $500 will be charged. Attendance at public meetings to present or discuss the analysis prepared and related findings will be billed at the rate of $750 per meeting attended.

In the event the work effort required to complete the Scope of Service increases substantially due to significant changes to the developer's *pro forma*, introduction of new information, preparation of multiple alternative scenarios or protracted negotiations, Ehlers will discuss with Client and may request an adjustment to the fees listed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than $125.00/hour and not to exceed $300.00/hour.

Payment for Services

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

CITY OF STOUGHTON, 207 S FORREST STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing City staff to enter into an agreement with Ehlers to create Tax Increment District No. 9

Committee Action: Finance Committee Approved 5-0 on 2/23/21

Fiscal Impact: Max $15,500 to be reimbursed by the Developer

File Number:	R-29-2021	**Date Introduced:**	March 9, 2021

WHEREAS, the City Council Authorized City staff to commence processing a request for Tax Incremental Financing ("TIF") for the 51 West Neighborhood in accordance with the City's adopted TIF Policy; and

WHEREAS, a new Tax Increment District No. 9 ("TIF No. 9") will need to be created to accommodate this request; and

WHEREAS, the City's Municipal Advisor, Ehlers, requires a signed engagement letter prior to commencing with Phase I of the TIF creation process; and

WHEREAS, the City will seek reimbursement from the Developer to cover the cost of TIF creation; and

WHEREAS, the City of Stoughton Finance Committee recommends authorizing City staff to enter into an agreement with Ehlers to create Tax Increment District No. 9

BE IT RESOLVED by the Common Council of the City of Stoughton that City staff is authorized to enter into an agreement with Ehlers to create Tax Increment District No. 9.

Council Action: ☑ **Adopted** ☐ **Failed** **Vote** 10-2

Majewski and Heili voted no

Mayoral Action: ☑ **Accept** ☐ **Veto**

Tim Swadley 3-9-21

Mayor Tim Swadley Date

Council Action: _____ ☐ **Override** **Vote** _____

February 16, 2021

Jamin Friedl, Director of Finance/Comptroller
City of Stoughton, Wisconsin
381 E Main St
Stoughton, WI 53589

Re: Written Municipal Advisor Client Disclosure with the City of Stoughton ("Client") for 2021 TID #9 Creation ("Project" Pursuant to MSRB Rule G-42)

Dear Jamin:
As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

David Ferris
Municipal Advisor

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[1] This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A
Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest
Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice
Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities
Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business
Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties
Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements
Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration
Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events
Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at http://www.sec.gov/edgar/searchedgar/companysearch.html) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B
Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with the Creation of Tax Increment District #9 ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether 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, in need of rehabilitation or conservation, or environmental remediation).
    - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
    - Identification of the type or types of districts that may be created.
    - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
    - 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.
    - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
    - 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.
    - Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.

- 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[1], 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 acts 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 within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

[1]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.

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 Public Hearing	For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters. Attend hearing to present draft Project Plan.	Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation). Prepare meeting minutes.
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 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:

- Coordinate with Client's assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- 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 Service," Client agrees to compensate Ehlers as follows:

Phase I	$ 6,000
Phase II	$ 7,500
Phase III	$ 2,000
Total	**$ 15,500**

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of $750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than $125.00/hour and not to exceed $300.00/hour.

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:

Current Wisconsin Department of Revenue Fee Schedules	
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

The above Proposal is hereby accepted by City of Stoughton, Wisconsin, by its authorized officer:

_____ _____

Signed Title