



136 North Monroe Street  
Waterloo, WI 53594  
Phone: (920) 478-3025  
Fax: (920) 478-2021  
www.waterloowi.us

**PUBLIC NOTICE OF A COMMITTEE MEETING OF THE  
CITY OF WATERLOO COMMON COUNCIL**

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

COMMITTEE: FINANCE, INSURANCE & PERSONNEL COMMITTEE  
DATE: June 3, 2021  
TIME: 5:30 p.m.  
LOCATION: Municipal Building Council Chamber, 136 N. Monroe Street  
via remote conference or in-person for participants and public

Join Zoom Meeting: <https://us02web.zoom.us/j/87494557426?pwd=RzJHMktNK1VOMC9YQU5WQ0h4WDUrZz09>  
Meeting ID: 874 9455 7426 Passcode: 323508  
Dial by your location  
+1 312 626 6799 US (Chicago)  
Meeting ID: 874 9455 7426 Passcode: 323508

- 1. CALL TO ORDER AND ROLL CALL
  
- 2. UNFINISHED BUSINESS
  - a. Considering A Scope Of Work And Funding For A Prospective Economic Development Service Provider
  
- 3. ADJOURNMENT

Mo Hansen  
Clerk/Treasurer

\*\*\*See Council Packet  
Committee Members: Thomas, Rhynes and Kuhl

\*\*\* Digital Version As Stand Alone Document On Webpage  
Posted, Emailed & Distributed:

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

## Mo Hansen

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**From:** Mo Hansen  
**Sent:** Friday, May 21, 2021 8:09 AM  
**To:** Thomas Tim (alder3@waterloowi.us); Eric Rhynes; Charles Kuhl  
**Cc:** Jeni Quimby; Mike Tschanz; Jeanne Ritter  
**Subject:** 5/20 Finance Committee follow-up / prior Vierbicher contracts  
**Attachments:** signed contract-2013 services 0713.pdf; Signed Contract.pdf

Finance, Insurance & Personnel Committee

As requested in preparation for the 6/3 5:30 committee meeting, attached are the 2011 and 2013 Vierbicher contracts.

Background.

- As part of the 2011 process, an RFP was broadly distributed. My recollection is 3-5 submittals were received.
- After a submittal review involving myself and elected officials, I scheduled interviews with a subset of submitters. Alder Laura Cotting and perhaps another Alder participated in the interview process. Vierbicher, the highest ranking submittal, made a presentation to a municipal committee which, in turn, routed a recommendation to the City Council.

My recollection as to the process challenges are:

- DEFINE A CLEAR AND SUCCINCT SCOPE OF WORK. Each elected and appointed official has his/her desired outcomes, so through "compromise by addition," the scope of work can be broadened and broadened until such a wide-ranging skill set is necessary that it eliminates economic development professionals with strong skills in a specific area. The broader the scope, the greater the challenge in finding the ideal skill-set.
- DEFINE A REVENUE SOURCE. In the past Tax Incremental Finance dollars have been consumed to pay for contract fees. Identifying and assigning the 2021 and out-year dollars for these services is a planning necessity.

Mo Hansen | Clerk/Treasurer | [City of Waterloo](http://City of Waterloo) | 920.478.3025

### Finance Notes

- Roughly \$40,000 - \$42,000 per year.
- An assumption at the time, was TID #2 would have sufficient revenue.
- For 2021, 2022 and beyond, what TID project(s) generate excess revenue to fund services of this type?
- The expense for services doesn't directly generate new TIF revenue, only indirectly...



June 7, 2011

Mo Hansen, Clerk/Treasurer  
City of Waterloo  
136 North Monroe Street  
Waterloo, WI 53594

Re: Proposal to Provide Economic Development Services  
*City of Waterloo – Six Month Implementation Period*

Dear Mr. Hansen:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Economic Development Services to the City of Waterloo (Client).

#### **SCOPE OF SERVICES**

The following scope is broken down into three elements which are intended to provide coordinated economic development services for the Client, focusing on TID 2 and the downtown area for a six (6) month time period.

#### **A. Outreach and Assessment**

1. Outreach
  - a. Consultant will conduct targeted outreach activities to each main stakeholder group. Focus will be on stakeholder outreach for Tax Increment District property and business owners. Outreach will be conducted via one on one and small group meetings for the purpose of educating owners on the tax increment process and opportunities for their businesses or properties provided in project plans.
  - b. Consultant will provide oversight and management of incoming tenant, development or loan/grant program applicants during the project period. Consultant will respond to all qualified prospects within 24 hours with requested information as available, and maintain follow-up discussion including site tours, coordination of City staff meetings, project and development pro forma review, application review and processing, and general project tracking and applicant support.

vision to reality

- c. Consultant will host one (1) public open house event near the end of the project timeframe to promote new revitalization programs, distribute marketing materials to community members, present redevelopment concept plans and solicit input on future project work plans.

2. Assessment

- a. Consultant will review existing plans and programs and update relevant and available community data as needed. Consultant will gather information on individual properties and owners located within priority revitalization areas including ownership status, financial situation and vacant space.
- b. Consultant will coordinate with Client and Ehler's and Associates staff to finalize the tax increment finance project plans, including the creation of a new downtown district and amendments to existing districts. Consultant will review project plans and associated budgets and recommend any adjustments based on anticipated initiatives.
- c. Consultant will conduct a business owner survey to define the local retail trade area, assess opportunities for cross-marketing activities, and identify workforce patterns, supply chain information, and local financing gaps. A summary report will identify target industries and an associated prospect list for each key redevelopment site and large property vacancy.

## **B. Program Development and Implementation**

1. Program Development

- a. Consultant will develop specific program recommendations based on identified community needs and on identified community priority sites or industries. At minimum, the program will include the creation of a community economic development profile page, content for the new City website, and a social media presence. Based on identified needs, up to three targeted property improvement programs will be designed and implemented. A fourth program could include a property, marketing or events related component, based on community desires.

Program development will include identifying funding sources, development of program application, applicant evaluation criteria, marketing materials and initial program outreach.

- b. Consultant will conduct a downtown parking assessment and accompanying parking improvement program to include parking utilization strategies and marketing initiatives for any identified problem areas.

2. Future Implementation Planning

Consultant will create matrix of future work plan elements. Plans will identify 6, 12 and 24 month work plan action items, responsible parties, potential funding sources and key deadlines.

3. Handbook Development

Consultant will develop a community reference guide to serve as a resource on existing local, regional and statewide resources including training, financing and other support services along with associated contacts, deadlines and program requirements.

### **C. Property and Development Opportunity Marketing**

1. Consultant will develop database of real estate opportunities to include key property/space amenities and relevant financial and contact information for each property. Information will be provided to local, regional and national property databases including the City website, Jefferson County, Thrive, ZoomProspector, Costar, PropertyDrive and others. Targeted marketing to alternate user pools may also be explored for stubborn properties.
2. Consultant will host developer/broker focus group to confirm market findings, market site opportunities and identify potential opportunities based on tenants or developers active in the marketplace. Revisions to marketing materials or concept plans will be made based on group feedback.
3. Consultant will provide concept and redevelopment plans for up to three (3) key redevelopment sites. Plans will demonstrate possible redevelopment scenarios for developer and business engagement. Concepts will be developed based on market-supportable square footages and development types. Property specific marketing fliers will be developed for each of the three sites.

### **D. Meetings**

Consultant will conduct office hours in Client community; office and meeting space will be provided by Client. Consultant will provide up to two days per week of time in Waterloo, which will include meetings on or off site with property owners, prospects and potential project partners. City committee or commission meetings, as necessary, will also be attended at up to two (2) per month.

### **CLIENT RESPONSIBILITIES**

Client will be responsible for the following tasks:

- Provision of office and meeting space for Consultant office hours.
- Provision of meeting space and public notice for public open house event.
- Timely review and feedback on submitted program materials.
- Timely provision of existing previous studies or community information upon request.

### **TIMELINE**

A 6-month timeline is expected to complete the services describe herein.

### **FEE**

The fixed fee for the scope of services described herein (including reimbursable expenses) is \$40,000.

Reimbursable expenses incurred, based on the Scope of Services presented, might include the following:

- Travel costs including mileage reimbursement at \$.55 per mile for weekly travel to Waterloo for on-site office hours and monthly meetings.
- Printing of marketing materials for distribution to property owners, prospects, at broker focus group and at public open house.

- Should additional hard copies be needed for distribution by City staff or others, they will be charged as a reimbursable expense at: \$0.10/pg black and white letter-size/ledger size; \$0.25 per page color letter size; \$0.50 per page color ledger size; and \$1.00 per page 24"x36."

Consultant submits invoices monthly on the basis of percent of Scope of Services included. Payment is due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1½% per month.

**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions attached hereto are incorporated herein by reference.

Please indicate your approval for us to proceed with this work by signing in the space provided below and returning one copy to our office. Feel free to call me with any questions or concerns.

Sincerely,

  
Ken Maly, CECD  
Project Manager

KM/lfl

Attachment: General Terms and Conditions

Submitted by:  
VIERBICHER ASSOCIATES, INC.

  
\_\_\_\_\_  
Ken Maly, CECD, Manager  
Planning/Community Development

Date: 6/7/11

Approved:  
VILLAGE OF POYNETTE CITY OF WATERLOO

  
\_\_\_\_\_  
Mo Hansen  
City of Waterloo Clerk/Treasurer

Date: 6/7/2011

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Contract**

Environmental studies, resident inspection services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified above, are not included as part of this work. Inspection or testing for hazardous materials such as asbestos, mold, lead paint or PCBs are also not included.

**2. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**3. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- E. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- F. If more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.

- G. If Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.

**4. Fees**

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Reimbursable expenses are included in the above stated fees or estimates.
- C. We submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- D. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month.
- E. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated we will make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- F. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

**5. Dispute Resolution**

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

**6. Insurance**

**A. Consultant**

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. We also carry professional liability insurance to cover losses from potential errors and omissions by our employees or others that work at our direction. Certificates of Insurance will be provided upon written request.

**B. Client**

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance.

**C. Contractor**

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client.

**7. Limitations of Liability**

A. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client is limited to the amount of Consultant's insurance policy limits for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

B. The Client and Consultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from their own negligent acts, errors, or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

**8. Use of Documents**

A. All documents developed as a result of this Agreement are instruments of services with respect to this project. The Consultant shall retain an ownership and property interest therein, including the right of reuse, whether or not the project is completed.

B. Client may make and retain copies of documents for information and reference in connection with use on this project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of this project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability exposure to Consultant from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

C. If there is a discrepancy between the electronic files and the hard copies, the original hard copies govern.

**9. TERMINATION**

The obligation to provide further services under this Agreement may be terminated:

**A. For Cause**

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

2. By Consultant

a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.

b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 90 days past due.

**B. To Discontinue Project**

By Client effective upon the receipt of notice by Consultant.

**C. Reimbursement for Services**

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

**10. Successors Assigns and Beneficiaries**

A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

**11. Controlling Laws**

This Agreement is to be governed by the laws of the state in which the project is located.





July 9, 2013

Mo Hansen, Clerk/Treasurer  
City of Waterloo  
136 North Monroe Street  
Waterloo, WI 53594

Re: Proposal to Provide Economic Development Services  
*City of Waterloo – Six Month Implementation Period*

Dear Mr. Hansen:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Economic Development Services to the City of Waterloo (Client).

#### **SCOPE OF SERVICES**

The following scope is broken down into four core focus areas which are intended to provide coordinated economic development services for the Client for a one year period beginning July 1, 2013. Activities will also include solicitation of grants or other funding sources which are identified as candidates to fund work program elements.

##### **A. Business Retention & Expansion**

Activities associated with business retention and expansion, including continuation of the Quarterly Business Council, Development of Merchant's Council, and provision of business training programs.

##### **B. Business Recruitment & Entrepreneurship**

Activities associated with business recruitment and formation, consisting of marketing of available properties including the proposed business park, planning for new developments or redevelopment of sites within the City, implementation of façade and tenant improvement programs, and continuation of broadband program.

**C. Residential Recruitment & Retention**

Activities associated with residential recruitment and retention to increase Waterloo's presence in the market and capture greater market share of new residents. Includes work with USDA, HUD or other relevant agencies, facilitating outreach to lenders/developers/realtors and potential rollout of neighborhood revitalization program.

**D. Marketing & Outreach**

Activities intended to increase local and regional knowledge of Waterloo, its amenities and local businesses. Initiatives include collateral and website maintenance and development, e-mail and social media communications, and ongoing media and other outreach.

**E. Meetings**

Consultant will conduct office hours in Client community; office and meeting space will be provided by Client. Consultant will provide up to 12 hours per week of time in Waterloo, which will include meetings on or off site with property owners, prospects and potential project partners. Consultant will attend up to two (2) City committee or commission meetings per month.

**CLIENT RESPONSIBILITIES**

Client will be responsible for the following:

- Provision of office and meeting space for Consultant office hours.
- Provision of meeting space and public notice for public open house event.
- Timely review and feedback on submitted program materials.
- Timely provision of existing previous studies or community information upon request.

**TIMELINE**

A six month timeline is expected to complete the services describe herein.

**FEE**

The fixed fee for the scope of services described herein (including reimbursable expenses) is \$22,200.

Reimbursable expenses beyond the scope of this contract, such as printing services, will result in additional charges.

Consultant submits invoices monthly at a flat fee of \$3,700 per month. Payment is due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1½% per month.

**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions attached hereto are incorporated herein by reference.

Please indicate your approval for us to proceed with this work by signing in the space provided below and returning one copy to our office. Feel free to call me with any questions or concerns.

Sincerely,

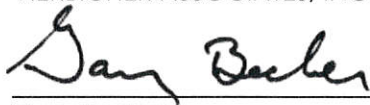


Erin Welty  
Project Manager

EW/lfl

Attachment: General Terms and Conditions

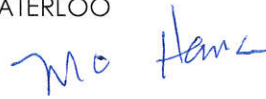
Submitted by:  
VIERBICHER ASSOCIATES, INC.



Gary Becker  
Planning/Community Development

Date: 7/9/2013

Approved:  
CITY OF WATERLOO



Mo Hansen  
City of Waterloo Clerk/Treasurer

Date: 7/9/2013

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Contract**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

**2. Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

**3. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**4. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.

- E. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- F. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- G. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- H. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

**5. General Considerations (for projects involving construction)**

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

**6. Fees**

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 1/4% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90

days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.

- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant will make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

## 7. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

## 8. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

### C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

## 9. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or

expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of express or implied warranty.

- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## 10. Use of Documents

All documents prepared or furnished by consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

## 11. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

## 12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

## 13. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the

Rev. 10/16/12

industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

#### 14. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

#### 15. Termination

The obligation to provide further services under this Agreement may be terminated:

##### A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
  - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
  - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
  - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

##### B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

##### C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

#### 16. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay of failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

#### 17. Successors Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation,

moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

#### 18. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located.

# CITY OF WATERLOO

## **ECONOMIC DEVELOPMENT SERVICES FOCUSING ON TAX INCREMENTAL FINANCE PROJECT PLAN IMPLEMENTATION FOR THE CITY OF WATERLOO FOR A SIX MONTH PERIOD**

Prepared by:

Mo Hansen  
Clerk/Treasurer  
City of Waterloo  
136 North Monroe Street  
Waterloo, WI 53594

v- 920-478-3025  
f- 920-478-2021  
email – [cityhall@waterloowi.us](mailto:cityhall@waterloowi.us)  
web – [www.waterloowi.us](http://www.waterloowi.us)

## **PURPOSE**

The City of Waterloo is seeking bids from qualified companies or individuals to provide economic development services for a six month period. The selected consultant will work closely with the Mayor, Clerk/Treasurer and the Waterloo City Council. The work is focused on implementing the City's Tax Incremental Finance Project Plans.

## **BACKGROUND**

The City of Waterloo intends to become a *Green and Healthy* Community. Being a *Green and Healthy* community means taking a system-wide perspective for resolving community issues and promoting community growth and health.

Waterloo is located in the northwest corner of Jefferson County. It encompasses four square miles and has nearly 3,300 residents. The City is the home of McKay Nursery and one of Jefferson County's largest employers, Trek Bicycle. It has a mix of businesses with a focus on manufacturing. It has a small commercial business sector.

Waterloo's adopted Comprehensive Plan defines economic health as the availability of opportunities for residents to efficiently meet their day-to-day employment, service, shopping and entertainment demands within the community. A successful approach to achieving economic health depends upon building the economy around local and regional assets, strengths and partnerships. The Comprehensive Plan can be viewed at [www.waterloowi.us](http://www.waterloowi.us).

Additional background documents associated with this RFP:

EXHIBIT A: Waterloo Tax Incremental Finance Policy

EXHIBIT B: March 3, 2011 memo on configuration of proposed TID #2 [Blighted]

EXHIBIT C: Sketch of proposed TID #2 boundaries covering Waterloo's downtown [Blighted]

EXHIBIT D: City of Waterloo proposed TID #1 Cash Flow [Ehler's & Associates]

EXHIBIT E: Proposed timeline for TID #2 creation and TID #1 amendment process

## **SCOPE OF WORK**

The service provider will work with the Mayor, Clerk/Treasurer and Council to generate tangible results for the community. Services are to include:

1. In coordination with municipal staff and Ehler's & Associates staff, assist with finalizing newly drafted tax incremental finance project plans for a 2<sup>nd</sup> tax incremental district encompassing the downtown area (designated as a blighted district), and finalizing a project plan amendment for TID #1 created in 2005. The municipality is currently in the midst of a TIF creation and TIF amendment process which is scheduled to be completed in August of the year.
2. From the adopted project plans, develop action oriented TIF specific programs to engage property owners and the developer community with the overall objective of maximizing the City's ability to leverage private investment.



3. Implement the adopted tax incremental finance project plans in accordance with city policies. This includes, but is not limited to: (1) meeting with property owners and developers to promote TIF opportunities; (2) advocating on the City's behalf for private sector participation in Waterloo's TID districts; and (3) following up on all development leads shepherding projects from concept to execution.

### **PRE-SUBMITTAL MEETING**

A question and answer meeting will be held with the Clerk/Treasurer at the Waterloo Municipal Building on May 12, 2011 at 3:00 p.m. All interested parties are encouraged to attend.

### **SELECTION CRITERIA**

The evaluation and selection process will consist of a review of RFP's by staff and the Finance, Insurance & Personnel Committee. A recommendation to the City Council will be made based on the following criteria:

- Firm experience in working with communities on similar projects and qualifications
- Demonstrated ability to meet project schedules and budgets
- Other factors as determined by the Committee
- Cost

The successful firm or individual will submit a response to this RFP detailing the following information:

- Demonstrated consulting experience in Tax Incremental Finance over the last five or more years.
- Examples of past project successes.
- An outline for how the bidder plans to succeed in Waterloo.
- Project cost.

### **TENTATIVE SCHEDULE**

May 19, 2011	RFP Submittal Deadline
Week of May 23rd	Consultant Interviews
June 2, 2011	Contract approval/Project Start

### **SEALED SUBMISSION REQUIREMENTS**

**Due Date:** No later than May 19, 2011 at 4:00 p.m.

**Bid Document:** A signed document with a detail cost estimate must be included. Submit in a sealed envelope identified as "Proposal – Six Months of Economic Development Services"

**Mail or Deliver To:** Waterloo City Hall  
Attn: Mo Hansen, Clerk/Treasurer  
136 North Monroe Street  
Waterloo, WI 53594

**Contact Person:** Mo Hansen, Clerk/Treasurer

Telephone: 920/478-3025  
Email: cityhall@waterloowi.us

The City will not accept faxed or emailed submittals. The City may reject any or all of the submissions as it deems in its best interest. Waterloo reserves the right to waive any irregularities or technicalities when it deems the public interest will be served thereby. The successful firm/individual must enter into a contract with the City, which specifies requirements for indemnification, insurance and other applicable policies.

## CITY OF WATERLOO TAX INCREMENT FINANCE POLICY

### PURPOSE

The purpose of this policy is to set forth the City's approach to the use of tax incremental financing (TIF) for private development. This policy will be used to process and review requests for tax incremental finance assistance. TIF supported projects must comply with applicable state statutes. The City of Waterloo is governed by the limitations established in Wisconsin Statutes 66.1105, the Wisconsin Tax Increment law.

### CITY'S OBJECTIVES FOR USE OF TAX INCREMENTAL FINANCING

This program exists to achieve the following objectives, in no particular order:

1. Remove blight and/or encourage redevelopment in the commercial and industrial areas of the City in order to encourage high quality development or redevelopment and private investment.
2. To retain and/or increase the number and diversity of quality jobs (e.g. stable employment and/or attractive wages and benefits).
3. To encourage additional unsubsidized private development in the areas, either directly, or through secondary "spin-off" development.
4. To offset increased costs of redevelopment (e.g. contaminated site clean-up), over and above those costs that a developer would incur in normal urban or suburban development.
5. To achieve development on sites which would not be fully developed to the full potential envisioned by the Waterloo Comprehensive Plan without this assistance.
6. To increase and diversify the tax base of the City to ensure the ability of the City to provide adequate services for its residents while reducing reliance on the residential property tax base.
7. To meeting other uses of public policy, as adopted by the City Council from time to time, including the promotion of quality urban design, quality architectural design, mixed use new urbanism development consistent with the adopted comprehensive plan, energy conservation, protection and conservancy of green space, decreasing the capital and operating costs of local government, etc.

### PROGRAM ELIGIBILITY CRITERIA

1. The project must be consistent with the City's Comprehensive Plan, zoning ordinances and other municipal ordinances.
2. The project must meet at least two of the City objectives listed above.
3. It must be demonstrated that the project would not be financially feasible "but for" the public assistance to be provided.
4. The developer must agree to provide guarantees to the City to cover any shortfalls in costs not paid by the increment, unless the project is a "pay as you go" agreement. These may include assessment agreements, letters of credit, personal or corporate guarantees and minimum payment agreements.
5. A minimum ratio of private development increment to tax increment expenditure of 3:1 is generally expected. At a minimum, the Net Present Value (NPV) of TID revenue should equal two times the amount of any redevelopment assistance requested.
6. For projects in Redevelopment Districts, preference will be given to those that constitute rehabilitation, and those that enhance overall value and appearance of the district as well as specific removal of undesirable situations.

### PROJECT COSTS WHICH MAY QUALIFY FOR TAX INCREMENTAL FINANCING ASSISTANCE

1. Property acquisition

2. Land clearance
3. Relocation and demolition of structures
4. Site preparation
5. Soils correction, removal of hazardous wastes or remediation of site contamination
6. Installation of utilities, including fiber optics and digital technologies
7. Construction of public or private improvements
8. Administrative costs directly related to the identified parcels
9. Design fees
10. Surveys
11. Environmental studies
12. Relocation of building occupants
13. Special assessments and TIF application filing fee
14. Promotions and marketing
15. Other costs allowed by Wisconsin Statutes

### **TAX INCREMENT PROJECT EVALUATION PROCESS**

The following four methods of analysis for all proposals will be used:

- A) Consideration of project meeting basic qualifications.
- B) Consideration of project meeting desired qualifications.
- C) Project meets "but-for" analysis and statutory qualifications.
- D) Project is deemed consistent with City adopted plans.

### **APPLICATION PROCESS**

The City's tax increment financing program will be administered by the Waterloo Common Council with the assistance from the Plan Commission and the Community Development Authority as directed. The Waterloo Common Council will require a non-refundable application fee in the amount of \$200 for its processing of the application. The fee shall be payable to the City of Waterloo at the time of an application submittal. Fees and applications are accepted in the Clerk/Treasurer's office and are subject to change without notice.

#### Step 1

- Complete and submit a TID Application (application requirements found below) with supporting documents (Initial submittal may be in rough form for preliminary discussion purposes) to Clerk/Treasurer's office, 136 North Monroe Street, Waterloo, Wisconsin 53594
- Schedule a meeting with staff for initial review of the application.

Staff will work with applicant to develop the most appropriate TID application according to City adopted policies. Once a developer and/or staff believe the initial application is ready, the request is sent to the Common Council for review and comments. A resolution from the Council will approve, deny, or approve with stipulations the conceptual tax incremental district proposal. Stipulations found as part of conceptual approvals will usually relate to adopted policies and may or may not consist of the following: Further solidification of numbers (Appraisals, Letters of Intent, Developer Agreements, etc); Making the TID proposal payoff in a lower number of years; and/or higher ratio of Developer dollars to TID dollars, etc.

NOTE: The Common Council will determine what body (Plan Commission, CDA or Council) will be the future recommending authority for the proposal TID at the time of concept approval.

#### Step 2

- Complete and submit a Final TID Application with supporting documents.
- Schedule a meeting with staff for review of the application.

- Staff then begins the TID approval process by taking it to the recommended body and beginning the statutory TID process.
- Developer must comply with requirements of all approving bodies (Plan Commission, Community Development Authority, Common Council and Joint Review Board) throughout the process.

Application Requirements

- General Information including: date, project name, tax parcel numbers involved and the TID district number the project is affiliated with, if within an existing TID.
- Applicant information including: legal business name, title, company, address, phone and email contact purposes. Include a list of all owners, officers, directors, investors, members and/or partners. Also include information about all support firms working on the project (attorney, engineer, etc...).
- Project plan information including: project incentives that are to result from the TID. These incentives must in turn demonstrate that they will be paid back once completed by an increase in tax increment within the district. The project plan must outline the following:
  - Developer vision
  - How the project relates to the variables found in the City's adopted TIF policy.
  - Detailed outline of the TID incentive requests
    - Incentive requests/costs
    - Reasons why the incentives pass the "but for" test
    - Anticipated project costs
    - Base values (appraisals will be required to support base values)
    - Anticipated value added to TID as result of the project
    - A Pro Forma analysis for the life span of the project showing proposed annual property taxes paid, debt service on TIF loans and debt outstanding
    - Timeline
  - Project narrative, site plan, landscaping plan, grading plan and infrastructure plan
  - Job creation information

**City of Waterloo**

Morton Hansen  
Clerk/Treasurer Phone: 920.478.3025  
136 North Monroe Street Fax: 920.478.2021  
Waterloo, WI 53594  
Email [cityhall@waterloowi.us](mailto:cityhall@waterloowi.us)

**TO:** MAYOR, COUNCIL, PLAN COMMISSION AND INTERESTED PERSONS  
**FROM:** MO HANSEN  
**SUBJECT:** SEEKING INPUT/FEEDBACK ON A DRAFT CONFIGURATION OF TAX INCREMENTAL FINANCE DISTRICT #2 (REHABILITATION DISTRICT)  
**DATE:** MARCH 3, 2011

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Following up on the Council's February 17, 2011 action on tax incremental financing, I have prepared the attached draft map depicting a tax incremental finance district #2. The district would be defined as a blighted area in need of rehabilitation or conservation work. I am seeking your comments on the draft map.

One purpose for creating a tax increment district in advance of a developer coming forward with a specific proposal is to signal all interested parties of the municipality's direction, interest and intent for economic development in the community. In this case Rehab District #2 would start with dollars available from existing District #1.

Map Boundaries

The yellow highlighted area represents the initial proposed district; the red outline represents a potential amendment if in the future a suitable development concept for the RR Donnelley parcels is presented and approved.

The yellow boundaries encompass one property east of the bridge on East Madison Street and privately owned parcels in the downtown (excluding the F&M Bank and the office building at 144 West Madison Street). South of the railroad tracks the parcel serving as Frontier Communication's data service building and the adjacent small warehouse are included.

Project Plan

In the most general sense, the purpose of a project plan is to rehabilitate the downtown. Increasing accessible parking, incentives for energy efficient buildings and access to fiber optic data lines are all items that could attract investment in the downtown.

One challenge with this configuration is that it is not practical to expect one developer to come forward, acquire and assemble properties and then redevelop. Rather, it is more likely, that incentive opportunities will have to be packaged and made available to current or future owners of the numerous parcels.

Exhibit C

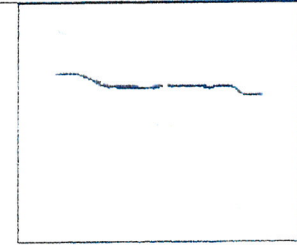
Waterloo TID#2 (Rehab District)  
Concept - First Draft  
Yellow = initial district Red = future amendment

### Jefferson County Geographic Information System



Print Q.t.

- Major Hydro Names
- Minor Hydro Names
- Major Road Centerlines
- County
- Federal
- Interstate
- State
- Streams, Etc.
- PLSS Sections No
- PLSS Sections
- MCD Boundaries
- Parcels
- Surface Water



varion

**DISCLAIMER**  
This map is not a substitute for an actual field survey or on sight investigation. The accuracy of this map is limited by the quality of the records from which it was assembled. Other inherent inaccuracies occur during the composition process. Jefferson County makes no warranty whatsoever concerning this information.



City of Waterloo												
Proposed TID No. 1 Cash flow - (Original TID Area & Amended Area)												
											Fund Balance From City 2/28/11	
Year	2007 G.O. Bonds			Total Debt Payments	Park Development	Admin Costs ED Director	Projected TID No. 1 Rev.	Computer Payment*	Int. Earnings Cash Flow 1%	Yearly Cash Flow	Cummulative Cash Flow	Year
	Prin 9/1	Rates	Interest									
2010	(35,000)	3.75%	(28,243)	(63,243)			141,081	130,000	0	207,838	653,985	2010
2011	(40,000)	3.75%	(26,930)	(66,930)	(25,000)	(68,000)	136,692	104,000	6,540	87,302	741,287	2011
2012	(45,000)	3.90%	(25,430)	(70,430)		(69,360)	139,464	83,200		82,874	824,161	2012
2013	(45,000)	3.90%	(23,675)	(68,675)		(70,747)	142,264	66,560		69,401	893,562	2013
2014	(50,000)	3.90%	(21,920)	(71,920)		(72,162)	145,091	53,248		54,257	947,819	2014
2015	(55,000)	4.00%	(19,970)	(74,970)		(73,605)	147,947	42,598		41,970	989,790	2015
2016	(55,000)	4.00%	(17,770)	(72,770)		(75,077)	150,832	34,079		37,063	1,026,853	2016
2017	(60,000)	4.10%	(15,570)	(75,570)		(76,579)	153,746	27,263		28,859	1,055,713	2017
2018	(60,000)	4.10%	(13,110)	(73,110)		(78,111)	156,688	21,810		27,278	1,082,990	2018
2019	(60,000)	4.10%	(10,650)	(70,650)		(79,673)	159,660	17,448		26,786	1,109,776	2019
2020	(65,000)	4.20%	(8,190)	(73,190)		(81,266)	162,662	13,959		22,164	1,131,940	2020
2021	(65,000)	4.20%	(5,460)	(70,460)		(82,892)	165,694	11,167		23,509	1,155,449	2021
2022	(65,000)	4.20%	(2,730)	(67,730)		(84,549)	168,756	8,934		25,410	1,180,859	2022
2023						(86,240)	171,848	7,147		92,755	1,273,613	2023
2024						(87,965)	174,972	5,717		92,724	1,366,338	2024
2025						(89,725)	178,127	4,574		92,976	1,459,314	2025
2026						(91,519)	181,313	3,659		93,453	1,552,767	2026
<b>TOTAL</b>	<b>(700,000)</b>		<b>(219,648)</b>	<b>(919,648)</b>	<b>(25,000)</b>	<b>(1,267,471)</b>	<b>2,676,836</b>	<b>635,363</b>	<b>6,540</b>	<b>1,106,620</b>		

\* Computer Payment to Diminish at 20% Per Year.



**CITY OF WATERLOO, WI  
TAX INCREMENTAL DISTRICT NO. 2 CREATION  
AND  
TAX INCREMENTAL DISTRICT NO. 1  
PROJECT PLAN AMENDMENT  
AND TO ALLOW THE SHARING OF INCREMENT WITH  
TAX INCREMENTAL DISTRICT NO. 2  
WITHIN THE  
CITY OF WATERLOO, WISCONSIN  
Proposed Timetable – 4/18/11**

*Exhibit E*

<u>ACTION DATE</u>	<u>STEP</u>
April 26	Plan Commission makes a motion to call for a public hearing (optional).
May	<b>City will provide</b> Ehlers with a list of the parcel tax key #'s within the District, pertinent parcel information, the maps, list of projects and costs, the Statement of Taxes, etc., for each District
May	<b>Ehlers will</b> prepare & provide an applicable findings report.
May	<b>Ehlers will</b> prepare & provide the City with a feasibility analysis report, options, and/or draft project plan documents
June 1	<b>Ehlers' will</b> send a Class 1 Notice to Official City Newspaper of organizational JRB meetings. (cc: City)
	<b>Ehlers' will</b> send a Class 2 Notice to Official City Newspaper of public hearings. (cc: City)
	<b>Ehlers will</b> provide City with a draft of a notice to be sent to applicable property owners for the City's use.
	<b>Ehlers will</b> send notification letters, along with required enclosures, to overlapping taxing jurisdictions of JRB organizational meetings & public hearings, as well as the Agenda - to be posted by the City. (cc: City & attorney) <i>(Letters must be postmarked prior to first publication).</i>
June 1 – 7	<b>City will</b> send notices, along with required enclosures, to applicable properties within proposed boundaries. (cc: Ehlers & attorney). <i>(Letters must be postmarked prior to first publication &amp; at least 15 days prior to hearing). Properties may be removed, but may not be added after publications.</i>
June	<b>Ehlers will</b> provide City, overlapping taxing entities, and/or City Attorney with [revised] draft Project Plan documents, if not yet provided and/or necessary, as well as the agenda language (City to post) & resolution for first meetings, and will also request legal opinions of the plans.
June 8	Publication of Organizational JRB Meetings <i>(At least 5 days prior to meeting)</i>
June 8	First Publication of Hearing Notices <i>(Week prior to second notice)</i>
June 15	Second Publication of Hearing Notice s <i>(At least 7 days before public hearing)</i>
June 28	Joint Review Board meets to review plans, appoint chairperson and fifth member and set next meeting date. <i>(Within 14 days after publication, but prior to hearing)</i>
	Plan Commission Public Hearings on Project Plans and approval of TID creation boundary & TID amendment plan.
	Plan Commission reviews plans & approval of District Project Plans and TID creation boundaries.
June - July	<b>Ehlers will</b> provide City & City Attorney with revised draft Project Plans, if necessary, as well as the agenda language (City to post) & resolutions for City Council meeting.
July 21	City Council reviews plans & adopts resolution approving District Project Plans and TID creation boundaries. <i>(at least 14 days after hearing)</i>
TBD	<b>Ehlers will</b> send notices & required attachments to JRB of the final meeting, along with the Agenda (City to post). (cc: City & Attorney) <i>(Letters must be postmarked prior to publication).</i>

TBD	Ehlers' will send a Class 1 Notices to Official City Newspaper of JRB meeting. (cc: City)
TBD	Publication of JRB Meeting (At least 5 days prior to meeting)
TBD	Approval by Joint Review Board. (Within 30 days of notification of meeting / receipt of Plan Commission & City Council resolutions)
August	Ehlers will gather, prepare, and submit state forms & required documents to the state, once the 2011 assessed parcel values available (following the BOR) & we receive all remaining maps, legal descriptions, parcel information, documents, etc. from the City. DOR filing deadline October 31.

The Courier – publish Wed., deadline Fr. prior –  
 courier@hometownnewsgroup.com - 920-478-2188

**CITY OF WATERLOO  
-- RFP WORKSHEET --**

The City of Waterloo requests for proposals for six months of economic development services in Waterloo Wisconsin.

Eight proposals were submitted to:

City of Waterloo, Clerk/Treasurer's Office, 136 North Monroe Street, Waterloo, WI 53594 by 4:00 p.m. on May 19, 2011

**Proposals Received**

	FIRM/INDIVIDUAL	CITY	SCORE
A	Vierbicher	Madison	
B	Graef	Milwaukee	
C	Redevelopment Resources	Cottage Grove	
D	Kunkel Engineering Group	Beaver Dam	
E	The Kilduff Company	Cedarburg	
F	Dan A. Ramsey	Middleton	
G	Kyle Consulting Group Inc.	Madison	
H	MLG	Brookfield	



136 North Monroe Street, Waterloo, Wisconsin 53594-1198  
Phone (920) 478-3025  
Fax (920) 478-2021

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## RESOLUTION #2011-20

### Entering into an Agreement for Six-Months of Economic Development Services

**WHEREAS**, the Council previously adopted a resolution outlining a process for acquiring economic development services for a six-month period, and;

**WHEREAS**, Alders Forman and Cotting interviewed four firms as part of the selection process and Alderperson Cotting in consultation with Alderperson Forman has forwarded a recommendation to direct the City to enter into an agreement with Vierbicher Associates Incorporated of Madison for services outlined in its proposal as enhanced services with an associated fee amount of \$40,000;

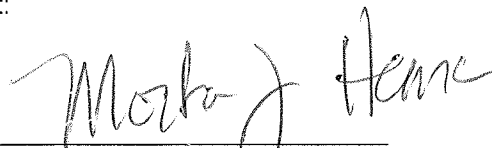
**THEREFORE BE IT RESOLVED**, that the City Council agrees to enter into an agreement with Vierbicher Associates, Inc for services as proposed in its submitted proposal as presented on this night.

**Passed and adopted** this 2<sup>nd</sup> day of June, 2011.

**CITY OF WATERLOO**

  
\_\_\_\_\_  
Robert H. Thompson, Mayor

Attest:

  
\_\_\_\_\_  
Morton J. Hansen, Clerk/Treasurer

SPONSOR(S) – Finance, Insurance & Personnel Committee  
FISCAL NOTE – Proceeds from TIF Funds.