



June 4, 2009

Dan Kittleson
City of Stoughton Redevelopment Authority
City of Stoughton
381 E. Main Street
Stoughton, WI 53589

Re: Agreement for Project Development and Implementation Services

Dear Mr. Kittleson:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Redevelopment Project Implementation Services to the City of Stoughton Redevelopment Authority (Client).

I. SCOPE OF PROJECT

The Client is interested in encouraging development and implementing a recently adopted plan for redevelopment of the Rail Corridor Area. This initiative will require coordinating and managing a complex strategy involving property owners, developers, property acquisition, environmental assessment, financing through TIF and grants and open communication. Consultant will assist Client with the above items, and will also assist Client in applying for grants to offset costs associated with projects within the TID, such as environmental analyses, environmental rehabilitation, and investment in public infrastructure.

II. SPECIFIC SCOPE OF SERVICES

A. Project Development and Management

1. Consultant will work with the RDA to identify development partners and coordinate with partners to prepare a concept plan for redevelopment of the area between South Street and the Yahara River.
2. Consultant will coordinate efforts of developer(s), property owners, funding agencies, City and other stakeholders and maintain an overall schedule of activities and provide periodic memos to the RDA and city regarding the status of such efforts.

vision to reality

B. Tax Increment District (TID) and Redevelopment Area Creation

1. Prepare material to discuss and develop TID Redevelopment Project Plan. Discuss and develop project lists, financial projections, timelines, and responsibilities. Assist RDA in administering a public hearing on the proposed TID Project Plan.
2. Prepare and coordinate publishing of notices and agendas for Public Meetings and Public Hearing related to the TIF creation process.
3. Coordinate with the Client, Technical College, School District, and County on Joint Review Board representation, meeting schedule, and TIF information.
4. Facilitate a meeting of the Joint Review Board to elect a chairperson and secretary, select the at-large member, and review the proposal to create the TID.
5. Develop a preliminary TID boundary map and project plan and review the plan with the RDA.
6. Prepare a TID Redevelopment Project Plan for presentation at Public Hearing that includes:
 - a. Statement of the type, number, and location of the proposed public works or improvements within the amended district.
 - b. Economic feasibility study.
 - c. Detailed list of estimated project costs.
 - d. Description of finance methods and when costs or monetary obligations will be incurred.
 - e. Maps showing existing land use, proposed land use, existing and proposed zoning, conditions of the property, and proposed improvements within the TID boundary.
 - f. Proposed changes in zoning ordinances.
 - g. Present and potential value of property.
 - h. Comparison of program to the master plan, map, building codes, and local ordinances.
 - i. List of estimated non-project costs.
 - j. Statement of a proposed method for the relocation of any displaced persons.
 - k. Statement indicating how amendment of the TID promotes the orderly development of the community.
 - l. Metes and bounds boundary description of the TID boundary amendment.
7. Present draft project plan and amendments to the RDA.

8. Facilitate a public hearing held by the RDA to consider the proposed District and redevelopment project plan. Coordinate with Plan Commission as directed.
9. Prepare final redevelopment project plan and boundary map as recommended by the RDA.
10. Prepare City Council adoption resolutions and required findings. Present recommended plan to the City Council.
11. Facilitate a meeting of the Joint Review Board to solicit their input and to obtain their final decision regarding creation of the TID.
12. Submit a copy of the redevelopment project plan, TID map, legal notices, and Legal Requirements Reports to the Department of Revenue and the Client.
13. Submit two (2) copies of the final TID Redevelopment Project Plan to the Client, along with an electronic copy suitable for reproduction.
14. Coordinate with the Client and Client's Assessor to prepare and submit the Base Year Package to the Department of Revenue. Client will be responsible for preparing, signing, and submitting the required forms to the Department of Revenue.

C. Parcel Assembly Assistance

1. Advise Client on property acquisition strategy.
2. Prepare scale map and legal description of property to be acquired.
3. Prepare relocation plans and impact statements to be filed with appropriate state agencies, if necessary.
4. Coordinate title research on properties to be acquired and advice on hiring of an appraiser to conduct a full narrative appraisal for each property.
5. Attend one (1) City Council meeting during property acquisition process. It is anticipated that any further City Council meetings or RDA meetings held as part of the property acquisition process will be held in conjunction with TID creation meetings, as described in section A above.
6. Assist Client with preparation of Jurisdictional Offer, Award of Damages, and recording of Award of Damages with the County Register of Deeds, if necessary.
7. This contract does not include Consultant representing Client in any court-related proceedings should any property owners contest property acquisition proceedings in court.

D. Grant Writing Assistance

1. Consultant will coordinate with appropriate funding sources regarding requirements and attend funding workshops if offered by funding agencies. Consultant will review proposed projects with funding sources prior to preparing a grant application and assist Client in preparing up to four (4) grant applications,

including map, photo, and resolution attachments. Grant applications include: Site Assessment Grant (SAG), Blight Elimination and Brownfields Redevelopment (BEBR), Brownfield Greenspace and Public Facilities, and Stewardship.

2. Client will provide any proprietary data and information necessary to completing a given grant application and promptly place grant application consideration on City committee/Council agendas, as necessary.

III. SCHEDULE

Creation of the TID and Redevelopment Area (item II-B) and Property Acquisition Assistance (item II-B) are anticipated to be complete before the end of 2009. Grant Writing Assistance (item II-C) will take into account grant application cycles; all grant writing assistance shall occur within one year of Client's signature on this contract.

V. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Gary Becker, CECd, Project Manager. He, along with other personnel, will provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Gary.

The Client designates _____ as its representative. We will direct all communications that have a substantive impact on the project to that individual.

VI. FEES

The estimated fee to provide the scope of services described herein is as follows:

Project Development and Management	\$ 8,000
Creation of TID.....	\$18,000
Property Acquisition Consulting	\$ 8,000
<u>Grant Application Assistance (\$3,000 per Grant, Estimate 4 Grants).....</u>	<u>\$12,000</u>
Total	\$46,000

All fees associated with this contract are eligible for recovery from the respective TID.

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

In witness whereof the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant



Dan Kittleson
City of Stoughton
381 E. Main Street
Stoughton, WI 53589

Gary Becker, CEcD
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

Date

Date

Witness

Witness

If this Agreement is acceptable to you, please sign and return one copy to me at our Madison office. Should you have any questions or require any additional information, please call. We look forward to working with you on this project.

Sincerely,
VIERBICHER ASSOCIATES, INC.

Gary Becker, CEcD
Project Manager

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