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August 6, 2009

Jim Griffin, Mayor
City of Stoughton
381 E. Main Street
Stoughton, WI 53589

Re: Contract Amendment for Tax Increment Planning Services –
Amendment of Tax Increment District (TID) No. 4

Dear Mayor Griffin:

Vierbicher Associates, Inc. (Consultant) recently entered into a contract with the City of Stoughton (Client) to assist with the creation of TID No. 5. Since then, the City has expressed a desire to amend TID No. 4. Consultant can accomplish the TID No. 4 amendment efficiently if the amendment process is run concurrently with the TID No. 5 creation process, covering both processes in the same meetings. This contract amendment will take the steps needed to make that happen.

I. SCOPE OF PROJECT

The Client wishes to amend the Project Plan and boundary for TID No. 4. TID No. 4 is located along Main Street in Downtown Stoughton, roughly bounded by Paige Street on the west and the railroad tracks on the east. The Client has opportunities in this area to further assist in redevelopment within an amended TID No. 4 boundary. The amendment will also establish the authority of the RDA to plan and implement redevelopment projects within the amended area.

II. SCOPE OF SERVICES

A. General

Consultant will provide and coordinate all planning services necessary to prepare the TID Project Plan amendment and boundary amendment. Consultant will also provide the Client with general consulting services regarding the Tax Incremental Finance (TIF) program. All services will be in compliance with current State of Wisconsin Statutes as they pertain to the TIF program. The amendment process will be on the same schedule as the TID No. 5 creation process and the same meetings will be used to accomplish both objectives. In addition, a redevelopment district will be established and the TID No. 4 plan amendment will meet the standards for a redevelopment plan under 66.1333.

B. Specific Services Provided by Consultant

1. Develop a TID boundary amendment configuration that meets the Client's development objectives and the statutory requirements for TID boundaries.

2. Assemble and review data relevant to the TIF program and make determination regarding conformance with TIF regulations.

3. Prepare and coordinate publishing of all notices and agendas for Public Meetings and a Public Hearing at the Redevelopment Authority (RDA) level.

4. Coordinate with the Client, Technical College, School District, and County to convene the Joint Review Board to elect a chairperson, secretary, select the public member, and review the proposal to amend the TID.

5. Develop a draft boundary amendment map and project plan amendment and review said boundary and project plan amendments with the RDA. Project plan amendment shall include:

    a. Statement of the type, number, and location of the proposed public works or improvements within the amendment area.

    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. Map showing existing uses of real property.

    f. Map showing proposed improvements and uses.

    g. Proposed changes in zoning ordinances.

    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.

6. Present the draft TID project plan amendment at a public hearing held by the RDA to consider the proposed boundary and project plan amendments.

7. Prepare final project plan and map amendments as recommended by the RDA.

8. Prepare adoption resolution and required findings. Submit recommended proposal to the City Council.

9. Present proposed TID amendment to the City Council.

10. Meet with the Joint Review Board to obtain their final decision regarding amendment of the TID.

11. Submit a copy of the project plan and boundary amendment and legal notices to the Department of Revenue.

12. Submit two (2) final copies of the final project plan to the Client, along with an electronic copy suitable for reproduction.

13. Coordinate with the Client and Client's Assessor to prepare and submit the Base Year Package to the Department of Revenue. Client and client's assessor are responsible for filling out the base-year packet.

IV. SCHEDULE

Consultant anticipates completing the TID amendment in concert with the City's creation of TID No. 5. It is assumed that all meetings for amendment of TID No. 4, including Redevelopment Authority meetings and the public hearing, Joint Review Board meetings, and City Council meetings, will be held at the same time as TID No. 5 meetings.

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, 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. Consultant will direct all communications that have a substantive impact on the project to that individual.

VI. FEES

The fixed fee to provide the services described herein is $3,500. All charges under this Agreement are eligible to be paid by TID No. 4. As mentioned in Section IV, it is assumed that TID

No. 4 amendment meetings will be held at the same time as TID No. 5 meetings. Should the TID No. 4 amendment process be separated from the TID No. 5 creation process, additional costs will be incurred. Consultant will charge the additional costs on a time and expense basis should the processes be separated.

The fee estimate assumes that a TID amendment is produced and does not require a formal blight determination study. Mailing of any public hearing notices to property owners will be undertaken by City staff, if necessary.

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
_____	Gary Becker
Jim Griffin, Mayor City of Stoughton 381 E. Main Street Stoughton, WI 53589	Gary Becker, Project Manager Community Development/Planning Vierbicher Associates, Inc. 999 Fourier Drive, Suite 201 Madison, WI 53717
_____	August 6, 2009
Date	Date
_____	Ben Zellers
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

Gary Becker

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