

VILLAGE OF THIENSVILLE
COMMITTEE OF THE WHOLE
AGENDA

DATE: Monday, June 1, 2015

LOCATION: 250 Elm Street
Thiensville, WI

Tme: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

President:	Van Mobley	
Trustees:	Kim Beck	Kenneth Kucharski
	Ronald Heinritz	David Lange
	Rob Holyoke	John Treffert
Administrator:	Dianne Robertson	
Staff:	Director of Public Works Andy LaFond	
	Fire Chief Brian Reiels	
	Police Chief Scott Nicholson	
	Asst. Administrator Colleen Landisch-Hansen	
	Clerk Amy Langlois	

III. BUSINESS

A. Review Capital Expenditures List

Documents: [JUNE CAPITAL EXPENDITURES.PDF](#)

B. Hear Homestead High School Students Regarding Ice Skating On The River

C. Review And Recommendation Regarding A Tax Incremental District Study For 200
Green Bay Road

Documents: [TAX INCREMENTAL DISTRICT.PDF](#)

D. Review And Recommendation Regarding Beverage Operator License Renewals:
Brett Thomas Kucharski, Skippy's Sports Pub
Cindy Jean Shaurette, Skippy's Sports Pub

E. Infrastructure Investment Achievement Award

Documents: [INFRASTRUCTURE INVESTMENT ACHIEVEMENT AWARD.PDF](#)

F. Review And Recommendation Regarding Special Assessment Formula For Main Street
Water

IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

Open to any citizen who wishes to speak on items not on the agenda. Please step to the podium and give your name and address for the record.

V. MISCELLANEOUS BUSINESS BY TRUSTEES AS MAY PROPERLY BE BROUGHT

BEFORE THE BOARD.

1. Inter-Governmental Committee with Mequon
2. Use of 101 Green Bay Road, Old Village Hall & Fire Station
3. Acceptance/Report of Gifts Received:
Newman Chevrolet, \$25, Fire Department
Anne Carpenter, \$200, Police Department
4. Dialog with Mequon regarding water utility service
5. Review next month's meeting date schedule

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk
May 29, 2015

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.

VILLAGE OF THIENSVILLE
2015 CAPITAL EXPENDITURE REQUESTS
JUNE 1, 2015

<u>DEPARTMENT</u>	<u>AMOUNT BUDGETED</u>	<u>AMOUNT REQUESTED</u>	<u>ITEM DESCRIPTION</u>
DPW	\$ 9,000.00	\$ 5,800.00	Utility Trailer
Park	\$ 7,500.00	\$ 8,026.00	Seal Bike Path

VILLAGE OF THIENSVILLE
2015 CAPITAL PROJECT EXPENDITURE REPORT
JUNE 1, 2015

<u>ITEM BUDGETED</u>	<u>AMOUNT BUDGETED</u>	<u>AMOUNT IN RESERVES</u>	<u>TOTAL AMOUNT AVAILABLE</u>	<u>ACTUAL EXPENSE</u>	<u>DIFFERENCE</u>
<u>ADMINISTRATION</u>					
Replace Rooftop HVAC-Village Board Room	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ 14,000.00
Copy Machine for Administrative Office	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,579.00	\$ (579.00)
Riverview Drive Bike Route Signs	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00
New Voting Machine	\$ -	\$ 7,502.12	\$ 7,502.12	\$ -	\$ 7,502.12
	\$ 20,000.00	\$ 9,602.12	\$ 29,602.12	\$ 6,579.00	\$ 23,023.12
<u>POLICE DEPARTMENT</u>					
3 Tactical Vests	\$ -	\$ -	\$ -	\$ 4,735.00	\$ (4,735.00)
2 Squad Replacement (Year 4 of 4)	\$ 22,000.00	\$ 60,000.00	\$ 82,000.00	\$ 73,784.47	\$ 8,215.53
3 Tazers	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 4,408.55	\$ (1,408.55)
3 Portable Radios	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
	\$ 29,500.00	\$ 60,000.00	\$ 89,500.00	\$ 82,928.02	\$ 6,571.98
<u>FIRE DEPARTMENT</u>					
Replace Station Compressor	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,639.98	\$ 860.02
Dive Truck Springs	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Hose Replacement Program	\$ -	\$ 8,984.37	\$ 8,984.37	\$ 571.70	\$ 8,412.67
Equipment Replacement Fund	\$ 154,697.00	\$ 102,393.54	\$ 257,090.54	\$ -	\$ 257,090.54
Radio Replacement	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 165,197.00	\$ 111,377.91	\$ 276,574.91	\$ 2,211.68	\$ 274,363.23
<u>PUBLIC WORKS DEPARTMENT</u>					
Vehicle Replacement Fund	\$ 20,000.00	\$ 86,191.57	\$ 106,191.57	\$ 35,000.00	\$ 71,191.57
DPW Office Remodel	\$ -	\$ -	\$ -	\$ -	\$ -
Office Furniture & Files	\$ -	\$ -	\$ -	\$ -	\$ -
Street Light Pole Replacements	\$ 6,500.00	\$ 15,196.91	\$ 21,696.91	\$ -	\$ 21,696.91
Emerald Ash Borer Program	\$ 9,500.00	\$ 16,563.50	\$ 26,063.50	\$ 2,330.00	\$ 23,733.50
Utility Trailer	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 5,800.00	\$ 3,200.00
Camera Upgrade-Public Works Yard	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Downtown Wayfinding Signs	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Brush Chipper	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Replace Street Light Glass Fixtures	\$ -	\$ 87,587.34	\$ 87,587.34	\$ -	\$ 87,587.34
Public Works Employee Uniforms	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
Front End Loader Tires	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
	\$ 87,000.00	\$ 212,539.32	\$ 299,539.32	\$ 43,130.00	\$ 256,409.32
<u>DPW PARK DEPARTMENT</u>					
Diamond Groomer	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 15,290.00	\$ 6,710.00
Mower	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 21,034.00	\$ (7,034.00)
Bleachers	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Seal Bike Path	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 8,026.00	\$ (526.00)
Annual Pigeon Creek Maintenance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Annual Fishladder Maintenance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Geese Control	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00
	\$ 66,500.00	\$ 23,600.00	\$ 90,100.00	\$ 44,350.00	\$ 45,750.00
<u>UNCLASSIFIED IMPROVEMENT FUND</u>					
Water Main on Main Street	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Revaluation	\$ 13,520.00	\$ 4,000.00	\$ 17,520.00	\$ -	\$ 17,520.00
Entryway Feature	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Old Village Hall Upper Floor Study	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Downtown Improvements	\$ -	\$ -	\$ -	\$ 3,029.60	\$ (3,029.60)
Profile & Concrete Replace, Main Street	\$ 350,000.00	\$ 172,792.65	\$ 522,792.65	\$ 26,458.56	\$ 496,334.09
Replace Park Restrooms	\$ 95,500.00	\$ 191,667.71	\$ 287,167.71	\$ 20,086.84	\$ 267,080.87
Remediation DPW Yard	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Thiensville Business Association Event	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Bridge Over Pigeon Creek Glaze to Lewis	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY	\$ 25,000.00	\$ (36,667.23)	\$ (11,667.23)	\$ 125.25	\$ (11,792.48)
	\$ 556,020.00	\$ 331,793.13	\$ 887,813.13	\$ 49,700.25	\$ 838,112.88
TOTALS	\$ 924,217.00	\$ 748,912.48	\$ 1,673,129.48	\$ 228,898.95	\$ 1,444,230.53

Agreement to Provide Tax Incremental Financing Services

Date of Agreement: May 28, 2015
Client: Village of Thiensville, WI
Proposed Project: Tax Incremental District Creation (the "Project")

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

Scope of Services

Project Pro forma analysis

Ehlers will undertake an independent review of the developer's proposed project sources, uses and cash flows to assess financial feasibility and to identify the "gap", if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers will complete the following tasks:

- Review the developer's submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer's gap, if any.
- Prepare project *pro formas* with and without Client financial assistance. Ehlers will review the developer's numbers and methodology as compared to Ehlers' model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer's anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) 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.
- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers is available to appear at meetings of the Client's staff, council or committees as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of "Look Back" provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.

- Implementation of Look Back Provision. Should a “Look Back” provision be utilized in the development or redevelopment agreement, Ehlers will review the developer’s actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

In return for the services set forth in the “Scope of Services,” Client agrees to compensate Ehlers on an hourly basis as set forth under the “Compensation” section of this proposal.

Based on our past experience with similar engagements, the cost to complete the analysis for a specific development project generally ranges from \$2,500 to \$7,500 depending on the complexity, the availability of information from the developer/applicant, and the number of iterations required to complete the model and test alternatives where applicable. Attendance at meetings and any subsequent involvement in negotiations with the developer would also be billed on an hourly basis.

	<u>Project Pro form Analysis</u>
Principal / Senior Financial Advisor	\$250 per hour
Financial Advisor	\$220 per hour

Phase I – Feasibility Analysis

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

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, or in need of rehabilitation or conservation).
 - Vacant land test.
 - 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.
 - 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, the number of revenue collection periods, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
 - 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 Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

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

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 districts created on the basis of blight elimination, or on the basis of properties in need of conservation or rehabilitation, 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 on the basis of blight elimination, or on the basis of properties in need of conservation or rehabilitation). 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:

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

Compensation

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

Choose this Table for a Single TID Creation *or* Single Territory Amendment (Bond Client)

Phase I	\$ 5,200
Phase II	\$ 7,300
Phase III	\$ 1,500
Total	\$ 14,000

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.

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)
- 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	No Charge
Distressed or Severely Distressed Designation	\$500
Annual Administrative Fee	\$150

Execution and Authority

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

The above Contract is hereby accepted

by the Village of Thiensville, Wisconsin,

by its authorized officer this _____ day of _____, 20__.

By: _____ Title: _____

Ehlers & Associates, Inc.

By: _____ Title: _____

Dated: _____, 20__.

Village of Thiensville
Attention: Van Mobley
250 Elm Street
Thiensville, WI 53092

April 9, 2015

RE: Infrastructure Investment Achievement Award

Dear Mr. Mobley,

Congratulations on becoming a recipient of Ruekert & Mielke, Inc.'s (R/M) 2015 Investment in Infrastructure Achievement Award. For more than 65 years, R/M knows the many challenges communities and their leaders face today. Cities, Villages and Towns across the Midwest regularly contend with tax levy rate restrictions, limited budget funds and multiple municipal needs. R/M is proud to award the Village of Thiensville on the tremendous investments made to their infrastructure which have resulted in successful projects to better their business community and residential life.

R/M has been proud to serve the Village of Thiensville as your Village Engineer. The long term commitment with the community has allowed for a strategic partnership from designing streets, implementing GIS, solving local flooding problems, improving village parks, and many more thriving projects; all of which have contributed significantly to the quality of life in Thiensville.

Please accept this Achievement Award and a \$1,000 monetary award donation to be given to the Village's non-profit choice from Ruekert & Mielke, Inc. A small reception will be hosted in your honor at a location and date of your choice. For further details regarding the award or reception please contact Robyn Ludtke at (262) 542-5733 or rludtke@ruekert-mielke.com. We look forward to hearing from you and once again, congratulations on your success and achievement, Ruekert & Mielke is proud to honor you.

Very truly yours,

RUEKERT & MIELKE, INC.



William J. Mielke, P.E., P.L.S. (WI, IL)
Chief Executive Officer
wmielke@ruekert-mielke.com

RUEKERT & MIELKE, INC.



Stanley R. Sugden, P.E. (WI, IL)
President
ssugden@ruekert-mielke.com

WJM SRS: rel
CC: Mike Campbell, Jerad Wegner, Diane Robertson