



TAX INCREMENT FINANCING (TIF) APPLICATION

PROJECT ADDRESS / NAME: _____

APPLICANT:	
ADDRESS:	
PHONE:	EMAIL:

OWNER:	
ADDRESS:	
PHONE:	EMAIL:

BRIEF PROJECT DESCRIPTION: _____

TOTAL AMOUNT OF TIF ASSISTANCE BEING REQUESTED: _____

FEES: (CHECK ALL THAT APPLY)	ESCROW DEPOSIT:
<ul style="list-style-type: none"> • TIF APPLICATION • \$300 <p style="text-align: right; margin-top: 20px;">TOTAL: _____</p>	<p>An escrow deposit is required in accordance with the TIF Application Agreement.</p> <p>ESCROW FEE PAID: _____</p> <p style="text-align: center;">DATE: _____</p> <p>FEE WAIVED BY: _____</p>

APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

By signing and submitting this Tax Increment Financing Application (Application), Applicant, _____, certifies and acknowledges that:

- Additional costs above the amount of the application fee incurred by the Village of Waunakee (Village) for outside professional review or analysis of this Application, and any development agreement resulting from this Application, will be the responsibility of the Applicant. For avoidance of doubt, the Applicant shall be responsible for paying all costs incurred by the Village to review and analyze the Application and the project, if any, related to the Application, including, but not limited to, the development of land.
- Denial of the Application or failure to reach agreement with the Village on a development agreement shall not entitle the Applicant to a refund of the Application fee or any costs incurred by the Village to review or analyze the Application and the related project, if any.
- Decisions and approvals regarding the Application or the Applicant’s project, including the development of land, are legislative determinations to be made in the Village’s discretion and that the Applicant’s compliance with the requirements of this Application does not, in any way, entitle the Applicant to approval of the Application or the Applicant’s project.
- The information contained in this Application is, to the best of the Applicant’s knowledge, true and correct. The Applicant agrees to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. Further, the Applicant authorizes the Village or its agents to verify the information provided in the Application and to obtain additional information concerning the Applicant(s) financial condition.
- To the extent the Village provides tax increment financing (TIF) to the Applicant, the final form and amount of financing the Village offers may differ from that requested, and the form and amount of financing shall be finalized through the execution of a development agreement. The terms and conditions of the development agreement will be negotiated in good faith between the Applicant and the Village, and terms and conditions may include, but not be limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, and consent of mortgagee.
- Upon request by a member of the public or in the course of reporting its activities to the public, the Village will disclose, among other information, the names of individuals requesting TIF assistance, the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested. All documents and correspondence provided by the Applicant to the Village or its consultants pursuant to the Application are subject to the Wisconsin Public Records Law (Wis. Stat. §§ 19.21 – 19.39), including, but not limited to, records that address business financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans. Depending on the characteristics of a record and if a records request is made, records provided pursuant to this Application may need to be disclosed in response to a records request under the Wisconsin Public Records Law or the federal Freedom of Information Act.

Applicant (print) _____ Title _____

Signature _____ Date _____

All submittals shall contain the following to be considered complete:

1. Completed application form
2. Signed/completed TIF Application Agreement and Deposit
3. Letter of Intent (LOI) that includes:
 - Name of developer and owner
 - Project start and end dates
 - Description of site or building(s) (e.g. current condition, historical overview, size and condition of existing structures, environmental conditions, past uses, etc.)
 - Description of proposed use and end users (e.g. industrial, commercial, retail, office, residential for sale or rental, senior housing, etc.)
 - Construction information (e.g., size of existing structures to be rehabbed or razed, size of new construction, type of structural and finish materials, delineation of square foot allocation by use, total number and individual square footage of residential units, type of residential units, number of affordable units, number/type of parking spaces, construction phasing plan, etc.)
 - Draft project renderings (to the extent possible, renderings could be provided at this stage to better explain the site and proposed uses; additional drawings may be required for the project during later steps in the process)
 - Confirmation that project is consistent with goals and objectives of the TIF Project Plan for the District
 - Amount of TIF assistance requested
 - Description of public benefits, including job creation
 - Statement regarding why TIF is needed and why the "but for" provision will be met* [examples may include items such as: extraordinary soils conditions, environmental contamination; bringing public infrastructure (sewer, water, etc) to project site; to meet annual cash on cash/IRR requirement of Investor of xx %; etc.] *Note: In the "but for" discussion, you must clearly describe why TIF is needed to help this project and why the project will not / cannot proceed without such support. Failure to clearly provide the "but for" explanation will delay action on your request.
4. Project Proforma and discussion of profitability
 - Sources of Financing
 1. Principal of all Debt
 - a. Interest Rate
 - b. Term
 - c. Payment Schedule
 2. Equity (cash, land, etc)
 3. Grants
 4. Overview of private-sector financing
 5. Other
 - Uses of Financing
 1. Land Acquisition
 2. Site Costs
 3. Hard Costs

4. Soft Costs

* Supporting documentation of costs may be requested, i.e. contracts, cost estimates, term sheets, project period real estate taxes, environmental remediation, etc.

Annual Cash Flow

1. Income, Broken Down by Type, and Detail (Include annual inflation increase estimates) Examples:
 - = Rent Per Unit – Number of Units
 - = Rent Per Sq. Ft. – Number of Sq. Ft.
 - = Sale of Units – Number of Units
 - = Commercial Rent – Number of Sq. Ft.
 - = Other Income (i.e., garage rent, storage rent)
2. Expenses and total development costs (Include annual inflation increase estimates)
 - Annual Expense by Category and Calculation Method (i.e., per SF, percent of rent)
3. Annual Debt Service Payment
4. Calculated Rate of Return, i.e. IRR, Cash on Cash, etc.

Summary of increment projections

APPLICATION PROCEDURE

Applications submitted for TIF assistance will be reviewed through the following process:

Initial Consultation. Applicants are advised to meet with the Village Administrator and Community Development Director to discuss their project and request with Village staff. Depending on the project specifics, the involved staff may include the Village Administrator, Community Development Director, Finance Director, Village Engineer, Village Clerk and potentially others.

To request a meeting, contact the Community Development Director at (608) 850-8500 or by email at tsemmann@waunakee.com.

Prior to attending the meeting, please carefully review the Village's TIF policy and other background materials regarding TIF in Waunakee.

Staff may assist by identifying concurrent processes that may be feasible during a TIF assistance approval process, such as rezoning, site plans, conditional use permits, etc. To the greatest extent possible, staff hopes to accommodate a prompt time-frame by running multiple approvals concurrently.

Preliminary Determination of Completeness. The Village Community Development Director will review the application for completeness and applicability. If the application is incomplete or if additional information is needed the applicant will be notified that the application is not complete, and the reasons will be stated referring to the specific additional information required.

Village Board Preliminary Approval. Following a determination completeness, the application will be reviewed by the Village Board. The applicant will be notified of the date of Village Board meeting at which the application is reviewed. Applicants will be required to be present at the Village Board meeting to answer questions regarding the proposed project. The Village Board may approve, approve with conditions, deny the application, or table the application pending further discussion or information by the applicant.

Note, at this stage in the process the Village Board may make a determination as to whether to provide TIF assistance, a maximum amount of assistance, the form of incentives, and required assurances. These decision points will provide parameters for Village Staff and the applicant to negotiate a draft Development Agreement for future consideration by the Village Board.

Draft Development Agreement. Upon preliminary approval of the TIF Application by the Village Board, Village Staff shall create a draft Development Agreement based on the direction provided by Village Board. The draft Development Agreement will be reviewed with the applicant. The Development Agreement will describe the obligations of both the Village and the applicant, and the terms and conditions of TIF assistance.

Village Board Final Approval. Final decision making authority on granting TIF assistance rests with the Village Board. Typically staff will brief members of the Village Board in advance of discussion at a public meeting. It may also be the case that one or two members of the Board will participate in a sub-committee during earlier steps in the process to offer Board member perspective on potential assistance requests. Once scheduled for Village Board action, approval may be completed in a single meeting. However, the Board has the right to defer action for further study/review or outright deny the request. In order to avoid delay at this step staff will work diligently with the developer to assemble thorough and complete information.

TAX INCREMENT FINANCING (TIF) APPLICATION AGREEMENT

This Tax Increment Financing (TIF) Application Agreement (the "Agreement") is made and entered into this ____ day of _____, _____, by and between the Village of Waunakee, a Wisconsin municipal corporation (the "Village"), and _____ (the "Applicant").

RECITALS

- A. Concurrent with the execution of this Agreement, the Applicant has filed with the Village a Tax Increment Financing Application (TIF Application).
- B. The Village desires to review and take action on the TIF Application in a timely manner in accordance with all applicable federal, state and local laws and regulations, and without unreasonable expense to Village taxpayers.
- C. To the extent the Applicant seeks approval of one or more of the following development activities related to the TIF Application, the Applicant shall execute a separate agreement with the Village to cover costs incurred by the Village: land division, site plan, conditional use permit, rezone, variance, or other development activity.
- D. The Applicant agrees and acknowledges that decisions and approvals regarding the TIF Application or any related development activities are legislative determinations to be made in the Village's discretion and that the Applicant's compliance with this Agreement does not, in any way, entitle the Applicant to approval of the TIF Application or any related development activities.
- E. The process of reviewing the TIF Application will cause the Village to incur direct and indirect expenses including, but not limited to, staff time and fees and expenses incurred by the Village for outside consultant services related to review of the TIF Application (*e.g.*, financial consultants, attorneys, planners, and other professionals).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Village and the Applicant agree as follows:

- 1. *Recitals.* The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.
- 2. *Applicant to Reimburse Village Review Costs.* The Applicant shall reimburse the Village for all direct and indirect costs and expenses related to the Village's review of the TIF Application. The direct and indirect costs and expenses include, but are not limited to, staff time and fees and expenses incurred by the Village for outside consultant services (*e.g.*, financial consultants, attorneys, planners, and other professionals). For purposes of this Agreement, the direct and indirect costs and expenses shall be referred to as "Review Costs." Village staff time shall be charged at current rates.
- 3. *Deposit Required to Fund Reimbursement Account.*
 - a. To ensure that funds are readily available to the Village for reimbursement of the Review Costs as provided in paragraph 2 above, the Applicant shall deposit \$_____ with the Village (the "Deposit"). This amount is determined by the Village Community Development Director based on his/her analysis of the scope of the TIF Application, which may include consultation with outside consultants. All Deposit amounts shall be determined by the Village Community Development Director in his/her sole discretion and are not subject to challenge by the Applicant.

- b. The Applicant is responsible for payment of all Review Costs regardless of whether the amount exceeds the amount initially deposited with the Village. The Village reserves the right to require the Applicant to deposit additional amounts if the Reimbursement Account (defined below) has been depleted.
- c. The Deposit may be provided in the form of cash, a certified check, cashier's check, personal check, or some other form as approved by the Village.
- d. The required Deposit must be made by the Applicant upon execution of this Agreement.
- e. The Applicant agrees and acknowledges that the Village will not process the TIF Application and that the Village may suspend or otherwise stop activities associated with the TIF Application if the Applicant fails to comply with this Agreement.
- f. The Village shall place and maintain the Deposit in a segregated, non- interest bearing account to be used solely for the purpose of reimbursing the Review Costs in accordance with paragraph 4 below (the "Reimbursement Account").

4. *Village Withdrawals from the Reimbursement Account.*

- a. After complying with the notification requirements of paragraph 4.b. below, the Village is entitled to make withdrawals from the Reimbursement Account to pay Review Costs in accordance with paragraph 2 above.
- b. Not less than 5 days prior to making any withdrawal from the Reimbursement Account, the Village shall provide the Applicant with an itemized invoice for Review Costs incurred, together with a written notice of the Village's intent to withdraw such funds from the Reimbursement Account.
- c. Withdrawals from the Reimbursement Account may be made as often as necessary to reimburse the Review Costs. In the event that the balance of Applicant's Reimbursement Account reaches \$5,000 or less, the Village shall have the discretion to continue withdrawing funds from the Reimbursement Account; to invoice the Applicant directly for payment; or to require the Applicant to pay additional monies to the Village, which monies shall be deposited in the Reimbursement Account. Payments for directly invoiced bills shall be due 30 days from the date the invoice is mailed to the Applicant.
- d. Any amounts remaining in the Reimbursement Account after the Village has taken final action on the TIF Application and all Review Costs have been paid shall be promptly refunded to the Applicant.

5. *Authority/Binding Effect.* The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the Village and the Applicant, and that all necessary and enabling resolutions have been enacted. This Agreement shall bind the heirs, successors and assigns of the Applicant and the Village.

6. *Notification of Parties.*

Any notices to be provided under this Agreement may be made by delivery in person, by First Class mail, or by electronic mail (request a read receipt required) as provided below:

To Village: Village of Waunakee
Attn: Village Community Development Director
500 West Main Street
P.O. Box 100
Waunakee, WI 53597
Email: tsemmann@waunakee.com

To Applicant: _____

Email: _____

7. *Severability.* If any provision of this Agreement is deemed invalid, then the invalidity of said provision shall not affect the validity of any other provision hereof.
8. *Amendment, Withdrawal, or Release.* This Agreement may be withdrawn, amended or released only by a written document duly executed by both parties.
9. *Effective Date.* This Agreement shall be effective commencing on the date indicated in the first paragraph above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized individuals and officers below.

VILLAGE OF WAUNAKEE

By: _____
Tim Semmann, AICP
Village Zoning Administrator

APPLICANT

By: _____
Print name: _____
Title: _____