

Finance Committee Meeting

Aldermen: Zwart, Chairman / Rosek, Secy / Spiegelberg


Tuesday, August 21, 2018 @ 6:15 PM
(or immediately following Jt Finance/Utility Committee)

City Hall – Conference Room 3

NOTICE: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Clerk's office at least 48 hours in advance to request adequate accommodations. Tel: 569-2186

Agenda:

1. Call to order and confirmation of appropriate meeting notification
2. Consider/recommend Authorizing Expenditure to Repair the Shelter at Roosevelt Park
3. Consider/recommend Agreement for City Services Between the City of Oconomowoc and PHW Oconomowoc, Inc. (Towner Crest Senior Living)
4. Consider/act on Vouchers
5. Adjourn



Diane Coenen, City Clerk
City of Oconomowoc

Notice is hereby given that a majority of the Common Council will be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.

This constitutes a meeting of the Common Council pursuant to State ex rel. Badke v. Greendale Village board, 173Wis. 2d 553, 494 N.W. 2d 408 (1993) and must be noticed as such, although the Common Council will not take any formal action at this meeting.

MEMORANDUM

August 13, 2018

TO: Common Council

FR: Staff

RE: Roosevelt Park Shelter Repairs

The shelter at Roosevelt Park was built in 1983 by Bonanza Builders in the amount of \$36,155 which included the shelter, electric work, concrete and landscaping. The shelter is 52' x 96'. It is rented by the community for special events, company picnics, and family events. Our park facility rentals generate approximately \$12,000 in revenue annually.

The Parks and Forestry maintenance staff identified a potential problem with the support posts in the shelter at Roosevelt Park and the Common Council authorized staff to conduct an RFP for engineering services to develop a repair/replacement plan.

Collins Engineering was selected and has evaluated options for staff to review. Based on the options, staff selected the most cost-effective approach for the repairs that would provide 30+ years of support for the shelter. Collins Engineering has completed the cost estimating and construction documents per our contract. The repair estimate is \$46,500. The estimate numbers provided, utilized current WisDOT bid pricing on unit costs for the materials needed.

As a comparison, the cost to replace a shelter of this size with a new structure is estimated at \$100,000 for a steel frame structure and up to \$165,000 for a wood frame structure.

The Parks and Recreation Board discussed and recommended the repairs to the Council for consideration at the August 13, 2018 meeting.

Staff Recommendation

Recommend a budget amendment in the amount of \$49,000 which includes a 5% contingency for bidding and repairing the structural supports on the Roosevelt Shelter utilizing contingency funds.

RESOLUTION NO. 18-R

RESOLUTION AUTHORIZING EXPENDITURE TO REPAIR THE SHELTER AT ROOSEVELT PARK

WHEREAS, the Roosevelt Shelter was built in 1983 to provide a community gathering place for residents; and

WHEREAS, City staff identified a potential problem with the support posts in the shelter; and

WHEREAS, the Common Council authorized staff to conduct Request for Proposals and authorized Collins Engineering to design the repairs, complete construction documents and cost estimates for the project; and

WHEREAS, the construction documents and cost estimating are completed with an estimated repair cost of \$49,000 that includes a 5% contingency.

WHEREAS, the Common Council authorizes City staff to bid the repairs required for the Roosevelt Shelter utilizing contingency funds to complete the project in the amount of \$49,000.

NOW THEREFORE BE IT RESOLVED, that the City Council recommends and authorizes the use of \$49,000 of contingency funds from account #100-500-0100-900 to be used for the repairs to the shelter at Roosevelt Park and to be expensed from account #408-507-7410-822

BE IT HEREBY RESOLVED, that the bid results will come back to the Common Council for final approval.

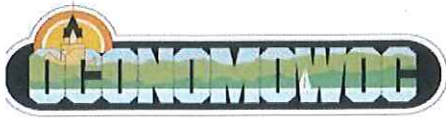
DATED: _____

CITY OF OCONOMOWOC

By: _____
David Nold, Mayor

ATTEST:

Diane Coenen, Clerk



Memorandum

*From the Office of the
City Finance Director*

To: Mayor Nold
City Council Members
City Administrator

From: Laura Sullivan, Director of Finance/Administrative Services

Date: August 17, 2018

Re: PILOT agreement with Presbyterian Homes

Attached for your approval is an agreement with Presbyterian Homes (PHW Oconomowoc, Inc.) regarding payment for City Services. PHW is a tax exempt entity and has provided the City with the attached agreement to demonstrate its willingness to pay for City Services.

Payment for City Services by a tax exempt entity is referred to as a PILOT (Payment in Lieu of Taxes) payment. PHW is agreeing to pay City Services in the same manner as if it were taxable property. The agreement calls for a payment equal to the fair market value of the tax exempt property times the City mill rate.

Presbyterian Homes is agreeing to make the PILOT payment for as long as the property remains tax-exempt or until such time that the Wisconsin State Legislature should enact a mandatory payment of municipal services for tax exempt property.

The agreement allows the PILOT to be paid in two equal installment payments due on January 31 and July 31 of each year. Delinquent payments will be subject to penalties and interest.

Tonight we are looking for a motion to recommend approval of the City Services Agreement (PILOT) with PHW Oconomowoc, Inc.

AGREEMENT REGARDING CITY SERVICES

THIS AGREEMENT REGARDING CITY SERVICES (this "**Agreement**") is made as of the Effective Date (hereinafter defined) by and between the **City of Oconomowoc**, a Wisconsin Municipal Corporation organized and governed under the provisions of Chapter 62, Wisconsin Statutes (hereinafter sometimes called the "**City**"), and **PHW Oconomowoc, Inc.**, a Wisconsin nonstock corporation (hereinafter sometimes called the "**Corporation**").

RECITALS

WHEREAS, the Corporation is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Corporation intends to acquire, construct and develop a senior housing campus (the "**Project**") containing a "continuum of care" consisting of senior apartments, assisted living and memory care on land (the "**Property**") legally described on the attached Exhibit A located within the City limits; and

WHEREAS, the portion of the Property that will be utilized by the Project is less than 25 acres and is depicted on Exhibit A attached to this Agreement; and

WHEREAS, it is intended that the Property, when completed, will be exempt from property taxation under Wisconsin Statutes Section 70.11(4), and as such, will not pay property taxes; and

WHEREAS, under Wisconsin Statutes § 70.11(4a), (4b) or (4d), the Property, or portions thereof, may be exempt from the imposition of general property taxes, but will enjoy the same level of municipal services as provided for similar properties in the City; and

WHEREAS, as long as the Corporation operates the Project within the City, it is willing to make a payment in lieu of taxes ("**PILOT**") for the Property in recognition of the municipal services the Property will receive and benefit from on the terms set forth below, and to bind successors and assigns with respect to the terms of this PILOT.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I REPRESENTATIONS, ETC.

Section 1.01. Representations by the City. The City makes the following representations as the basis for its undertakings herein:

- (a) The City is a Wisconsin Municipal Corporation organized and governed under the provisions of Chapter 62, Wisconsin Statutes.

- (b) The execution, delivery and performance of this Agreement by the City does not violate any agreement, law, rule, regulation or any court order or judgment in any litigation to which the City is a party or by which it is bound.
- (c) The City has been duly authorized to enter into this Agreement and to perform the terms hereof.

Section 1.02. Representations by the Corporation. The Corporation makes the following representations, warranties and covenants:

- (a) The Corporation is a nonprofit corporation duly organized and existing under the laws of the State of Wisconsin.
- (b) There is no litigation pending, or to the best of its knowledge threatened, against the Corporation affecting its ability to develop and operate the Project or to carry out the terms of this Agreement.

Section 1.03. Incorporation of Whereas Clauses. The parties hereby acknowledge that the above whereas clauses are part of this Agreement.

ARTICLE II

PAYMENT FOR CITY SERVICES

Section 2.01. City Services. The City hereby agrees to provide the Corporation for all of the services that it provides to property owners and the public in general within the City limits (referred to generally herein as the "City Services").

Section 2.02. Exempt Status. The City Assessor may determine that the Property (or at least all portions of the Property used by the Corporation for the Project) qualifies for real and personal property tax exemption under Wisconsin Statutes § 70.11. The City Assessor may review the Property's exempt status under Wisconsin Statutes § 70.11 from time to time with the respective January 1 dates being the determination dates for those exemption reviews. If the City Assessor determines that the use or ownership of the Property has changed or is not tax-exempt as of the determination date in any particular year such that the Property no longer qualifies in whole or in part for exemption from property tax for the year in which the determination is made: (i) the City will provide notice of such determination to the Corporation no later than May 15 of that year, (ii) this Agreement shall terminate with respect to the portion of the Property that is determined to be tax exempt for that and any subsequent years for which exemption no longer applies, and (iii) if a PILOT payment has been made for that year (as distinguished from one made in that year but for a preceding year), the City shall promptly refund the pro-rata portion of any such PILOT payments made. If the Corporation disagrees with the City's determination that the Property no longer qualifies (or the extent to which it no longer qualifies) for property tax exemption, the Corporation may challenge such determination by any procedure provided under Wisconsin law for similarly situated property. For purposes of this Agreement, the City and the Corporation acknowledge and agree that separate process and application for the determination and grant or denial of any tax exemption, shall be required in a manner consistent with applicable law. Accordingly, this

Agreement and its terms and provisions shall not be utilized, interpreted or construed to favor, support, oppose or impair, or otherwise provide evidence for any such other process or application or determinations. Further, the terms and provisions of this Agreement are the result of the contributions of all parties and as such, there shall not be any application of any rule of construction favoring or disfavoring any designated drafter. In the event the Corporation shall file for a property tax exemption and City shall contest such property tax exemption, the Corporation and City agree that the substantially prevailing party in such contest shall be entitled to receive from the substantially nonprevailing party all of the prevailing party's costs incurred in such action or proceeding, including, without limitation, the prevailing party's reasonable attorneys' fees. The City and the Corporation further agree that the court presiding over such action is authorized to include an order for such relief as part of its decision in the underlying action and, to the extent that the prevailing party is the Corporation, this shall be deemed as part of such action and the Corporation shall not be required to file a separate notice of claim under Section 893.80 of the Wisconsin Statutes.

Section 2.03. Payment for City Services. In each calendar year in which no property taxes are payable with respect to any portion of the Property because of exemption from payment of property taxes, the Corporation shall make a PILOT Payment to the City equal to the amount the City would have received for City Services if the exempted portion of the Project (the "**Exempt Property**") were not exempt from property taxation. The City Services Payment shall be calculated as hereinafter provided.

- (a) The Corporation and the City stipulate and agree that such amount is fair compensation for the City Services. The Corporation agrees that payment for any special assessments or connection charges shall be made in addition to the PILOT Payment and it is further agreed that the City shall not be limited, restricted or prohibited from levying, imposing and collecting special assessments and/or connection fees or service charges against the Property.
- (b) The PILOT Payment shall be made in two equal installments due on January 31 and July 31 of each year, or on such other dates as are established from time to time by law for the payment of ad valorem property taxes in Wisconsin. In the event payment is not made when due, the Corporation shall also pay penalties and interest computed as provided in Wisconsin Statutes, as amended from time to time, for delinquent property tax payments.

Section 2.04. Computation of PILOT Payment. The City Finance Director or the Finance Director's designee shall compute the amount of the PILOT Payment annually and advise the Corporation of the amount due in such year and of the manner in which such amount was computed as early as practicable. The annual PILOT Payment shall be computed as the product of the Annual Market Value of the Exempt Property times the Annual Local Tax Rate (hereinafter defined). Attached for illustration purposes only as Exhibit B is an illustration of this computation.

- (a) The Annual Market Value of the Exempt Property means the valuation of the Exempt Property as of January 1 of the year for which the payment amount is being computed. This valuation shall be determined in accordance with the following Sections 2.05 through 2.08.

- (b) The Annual Local Tax Rate means the local tax rate for the City determined in accordance with applicable provisions of Wisconsin Statutes that pertain to the taxation of residential housing property.

Section 2.05. Market Value. For purposes of this Agreement, the market value of the Exempt Property shall be as determined by the City Assessor after the Exempt Property is granted exemption. In the event the City Assessor has not determined a new value for any given year, the value for such year shall be the value determined by the City Assessor for the previous year.

Section 2.06. Appeal of Valuation. The market value of the Exempt Property as determined by the City Assessor from time to time after the Exempt Property is granted exemption may be appealed by the Corporation as follows: within ninety (90) days after receiving notice of the market value of the Exempt Property as determined by the City Assessor, the Corporation may send notice to the City that it objects to such determination and stating its opinion as to the true market value of the Exempt Property. If the City and the Corporation cannot within thirty (30) days after the date of said notice and after good faith negotiations agree upon the market value of the Exempt Property, then the Corporation may appeal to the City Common Council for an adjustment in the City Assessor's value. If the Corporation is unsatisfied with the determination by the City Common Council, the parties shall each name an appraiser and the two named appraisers shall jointly select a third appraiser who shall value the Property to establish the market value; the value of the Property shall be the average of the two values computed by the three appraisers that are closest in amount, with such value being binding on both parties. The third appraiser shall, at a minimum, hold an MAI designation from the Appraisal Institute. The parties shall each pay 50% of the cost of the third appraiser except that if the market value is determined to be within 5% of the assessor's valuation, then the Corporation shall be 100% of the cost. In the event the two appraisers are not able to agree upon a third appraiser, then the Corporation may appeal the valuation to the Circuit Court for Washington County.

Section 2.07. Legislative Changes. In the event the methods and procedures for determining property taxes are altered by the Wisconsin State Legislature such that the methods and procedures set forth in this Agreement are no longer adequate to permit the parties to adequately and fairly calculate the amount of the PILOT Payment, the parties shall negotiate in good faith an amendment to this Agreement.

Section 2.08. Alterations. In the event the Exempt Property is substantially altered or damaged such that the market value as established pursuant to the provisions hereof is no longer a reasonably accurate estimate of the market value of the Exempt Property, the parties shall negotiate in good faith an equitable adjustment of such market value and reduce their agreement thereto in writing.

Section 2.09. Effective Date. The "**Effective Date**" of this Agreement shall be the date the Agreement is approved by the City Common Council or the date it is signed by the Corporation, whichever is later.

Section 2.10. Term. This Agreement shall terminate effective on the December 31 of the year immediately prior to the year during which the City Assessor concludes that as of or prior to the determination date any of the following events has occurred:

- (a) The City determines that the Property no longer qualifies for property tax exemption pursuant to Section 2.02 of this Agreement;
- (b) Enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property;
- (c) Repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property;
- (d) Sale or conveyance of the Property by the Corporation to a third party that is not a not-for-profit organization qualifying for exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE III
MISCELLANEOUS

Section 3.01. Governing Law. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Section 3.02. Time is of the Essence. Time shall be of the essence of this Agreement.

Section 3.03. Counterparts. If this Agreement is executed by any number of counterparts, each of which shall be an original, but all of which shall constitute one in the same instrument.

Section 3.04. Interpretation; Severability. If any one or more of the provisions, sentences, phrases or words of this Agreement or any application thereof shall be held or determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining phrases, sentences, phrases or words of this Agreement and any other application thereof shall in no way be affected or impaired and shall remain in full force and effect.

Section 3.05. Successors and Assigns. This Agreement is binding on and inures to the benefit of the successors and assigns of the parties hereto and shall run with the land, provided said successors and assigns qualify for continued tax exempt status under Wisconsin Statutes.

Section 3.06. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the following address:

The City:	City of Oconomowoc Attn: City Administrator 174 Wisconsin Avenue East Oconomowoc, Wisconsin 53066
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The Corporation: PHW Oconomowoc, Inc.
Attn: Chief Financial Officer
2845 North Hamline Avenue
Roseville, Minnesota 55113

or at such address as either party may, from time to time, designate in writing and forward to the other party.

Section 3.07. Enforcement. The Corporation's obligations under this Agreement upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date referenced above.

City of Oconomowoc

By: _____

Its: _____

Date: _____

PHW Oconomowoc, Inc.

By: _____

Its: _____

Date: _____

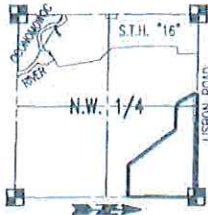
EXHIBIT A

LEGAL DESCRIPTION AND CERTIFIED SURVEY MAP



CERTIFIED SURVEY MAP NO. 11721

ALL THAT PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 17 EAST, IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



LOCALITY MAP:
N.W. 1/4, SEC. 34,
T. 8 N., R. 17 E.
SCALE: 1"=2000'



SCALE: 1"=200'



LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- ⊕ - INDICATES EXISTING SOIL BORING.

PREPARED BY:

TRO ENGINEERING, LLC
12660 W. NORTH AVE., BLDG "D"
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OWNER:

WOODS VIEW PRESERVE, LLC
N27 W24025 PAUL COURT
SUITE 100
PEWAUKEE, WI 53072
PHONE: 262-542-9200

CENTER, SEC. 34-8-17
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
CONC. MON. W/ BRASS CAP
N-409,782.55 E-2,408,246.11

REMAINDER OF
UNPLATED LANDS
(OWNED BY SUBDIVIDER)

N.W. CORNER, SEC. 34-8-17
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
CONC. MON. W/ BRASS CAP
N-412,382.99 E-2,405,615.00

LOT 1
850,856 S.F.
19.5330 Ac.

DEDICATED TO THE CITY OF
OCONOMOWOC FOR PUBLIC
STREET PURPOSES.
25,111 S.F. (or 0.5764 Ac.)

N. 1/4 CORNER, SEC. 34-8-17
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
CONC. MON. W/ BRASS CAP
N-412,376.12 E-2,408,223.66

GENERAL NOTE:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE NORTH LINE OF THE N.W. 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 17 EAST, BEARS N89°50'57"W.



DRAFTED THIS 9th DAY OF FEBRUARY, 2018 (REVISED: 6/5/18)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 17-026-953-01
SHEET 1 OF 5

CERTIFIED SURVEY MAP NO.

ALL THAT PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 17 EAST, IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

NOTES:

- WETLAND LINES SHOWN HEREON WERE FIELD DELINEATED BY STANTEC CONSULTING, INC. (BRIAN LENNIE) ON AUGUST 15, 2017. THE WETLAND LINE SHOWN TO THE WEST WAS FIELD LOCATED BY STANTEC CONSULTING, INC. ON AUGUST 15, 2017 AND SUPPLIED IN DIGITAL FORMAT. THE WETLAND LINE SHOWN TO THE NORTHEAST WAS FIELD LOCATED BY TRIO ENGINEERING, LLC ON JANUARY 8, 2018.
- TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE. THE UTILITY DOES HOWEVER RESERVE THE RIGHT TO PLACE SERVICE EQUIPMENT TO THOSE LINES ABOVE GROUND. (PEDESTALS, TRANSFORMERS, ETC.)
- ANY EXISTING (IF ANY) AND ALL FUTURE PRIVATE SANITARY SEWER AND WATERMAIN LOCATED WITHIN LOT 1 OF THIS MAP SHALL BE MAINTAINED BY THE PROPERTY OWNER.

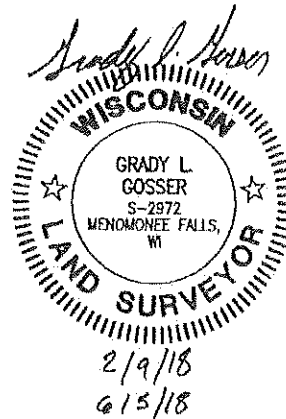
WETLAND PRESERVATION RESTRICTIONS:

Those areas of land identified as a Wetland Areas on Sheet 1 of this Certified Survey Map shall be considered to be in a "Wetland Preservation Area" and shall be subject to the following restrictions:

1. Grading and filling are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved building or structure, shall be permitted only when the access or service cannot be located outside of the Wetland and only with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
4. Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited within the Wetland.
5. The introduction of plant material not indigenous to the existing environment of the Wetland is prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. Ponds may be permitted subject to the approval of the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings is prohibited.



12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



H:\C900\953\1708-01\Survey\CAD\3305301.dwg

DRAFTED THIS 9th DAY OF FEBRUARY, 2018 (REVISED: 6/5/18)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 17-026-953-01
SHEET 2 OF 5

CERTIFIED SURVEY MAP NO.

ALL THAT PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 8 NORTH, RANGE 17 EAST, IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

WOODS VIEW PRESERVE, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Limited Liability Company has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and applicable Land Division and Platting Regulations of the City of Oconomowoc, this 22nd day of JUNE, 20 18.

WOODS VIEW PRESERVE, LLC

[Signature]
Matt K. Neumann, CEO, Neumann Developments, Inc., its Sole Member

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me this 22nd day of JUNE, 2018, Matt K. Neumann, CEO, Neumann Developments, Inc., its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be the Sole Member of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.



[Signature]
Print Name: Kevin A. Anderson
Notary Public, WAUKESHA County, WI
My commission expires: 01-28-2022

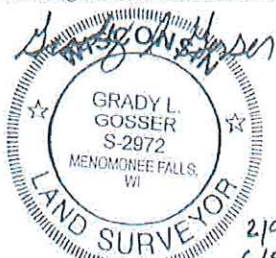
CONSENT OF CORPORATE MORTGAGEE:

First Community Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing mapping and dedicating of the land described on this Certified Survey Map, and does hereby consent to the above certificate of WOODS VIEW PRESERVE, LLC, owner, this 22nd day of June, 20 18.

[Signature]

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this 22nd day of June, 2018, David S. Halperman, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.



[Signature]
Print Name: Grady L. Gosser
Notary Public, Rock County, WI
My commission expires: 2/17/19

Drafted this 9th Day of FEBRUARY, 2018 (REVISED: 6/5/18) Job. No. 17-026-953-01
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972 SHEET 4 OF 5

EXHIBIT B

**EXAMPLE FOR ILLUSTRATION PURPOSES ONLY OF A COMPUTATION
OF THE PILOT PAYMENT UNDER SECTION 2.04.**

The purpose of this exhibit is to illustrate the parties' intent as to how a computation would be made of the PILOT Payment under Section 2.04 of this Agreement. The computation illustration is set out below.

Annual Market Value of the Exempt Parcel	Annual Local Tax Rate	City Services Payment
\$10M	\$5.50/\$1000	\$55,000

The illustration makes the following assumptions:

1. The Annual Market Value of the Exempt Parcel for purposes of this illustration was determined to be Ten Million Dollars (\$10,000,000). This number is used purely for illustration purposes, and is not intended to be an actual Annual Market Value of the Exempt Property.
2. The Annual Local Tax Rate is \$5.50 per thousand dollars of assessed value. This number is also used purely for illustration purposes, and is taken from the 2018 tax rate.