

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Priority Based Budgeting.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: August 9, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Members of the Common Council have suggested the city implement priority based budgeted. The concept was first introduced during the economic downturn in 2008. Priority based budgeting will optimize resource alignment with results, greatly enhance the city's ability to share the outcomes with citizens, and ultimately channel resources with the results the council and citizens desire. As the organization continues to offer services without an increase in the tax levy, the need to prioritize programs will reshape the way resources are leveraged to achieve desired results. Implementation of priority based budgeting with assist in understanding what services the city offers, what it costs, and its value.

STAFF COMMENTS:

Staff recently visited Washington County who has implemented priority based budgeting assisted by Resource X, an online service which assists in:

- 1) implementing the process in an efficient and intuitive web based platform
- 2) sustains and evolves information over several years
- 3) transparently shares the outcomes internally within the organization and externally with citizens

The program allows for comparison of data with organizations of similar population and budget size.

The initial annual subscription fee is \$30,000 with an annual renewal rate of \$20,000.

A brief e-presentation by Christopher Fabian, Resource X will be given to identify contract services and features.

ACTION REQUESTED:

Motion to authorize staff to include the annual subscription fee for Resource X in the 2018 budget and recommend inclusion of the annual renewal fee of \$20,000 in future year budgets.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 51-17-18 by Alderpersons Donohue and Bohren authorizing entering into a collaboration agreement and memorandum of understanding with the City of Sheboygan, Sheboygan Housing Authority and the Plymouth Housing Authority for the completion of a 2019-2023 Assessment of Fair Housing.

REPORT PREPARED BY: Chad Pelishek, Director of Planning & Development

REPORT DATE: July 19, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Every five years the City is required by HUD to assess the fair housing issues in the community. Recently, Congress passed a new Fair Housing Act that outlines new planning procedures to eliminate fair housing practices. The Assessment of Furthering Fair Housing AFFH is a long-standing obligation under the Fair Housing Act for HUD funding recipients to dismantle historic patterns of segregation and eliminate disparities in access to opportunity regardless of protected class.

STAFF COMMENTS:

HUD has developed an assessment tool that must be followed in order for the fair housing plan to be accepted by HUD. HUD recommended that communities complete this assessment on a regional level; however, given Sheboygan's separation distance of neighboring CDBG eligible communities the decision was made to do this on a county-wide basis. Once this document is approved and executed, the City will be going out on an RFP to obtain a consultant to help with the process. The Sheboygan Housing Authority is very interested in partnering with the City on this endeavor; however, at this stage it is unclear whether the Plymouth Housing Authority will be joining us. Currently the City is covering 80 percent of the costs; Sheboygan Housing Authority will cover 15 percent and Plymouth Housing Authority 5 percent. If Plymouth decides not to participate, the City will assume their portion. This is a new process and very uncharted territory for everyone. The City needs to submit this assessment by October 2018.

ACTION REQUESTED:

Motion to recommend the Common Council approve a collaboration agreement and memorandum of understanding with the City of Sheboygan, Sheboygan Housing Authority and the Plymouth Housing Authority for the completion of a 2019-2023 Assessment of Fair Housing.

ATTACHMENTS:

- I. Res No. 51-17-18

- II. Collaboration Agreement and Memorandum of Understanding with the City of Sheboygan, Sheboygan Housing Authority and the Plymouth Housing Authority

III

5.2

Res. No. 51 - 17 - 18 . By Alderpersons Donohue and Bohren. August 7, 2017.

A RESOLUTION authorizing entering into a collaboration agreement and memorandum of understanding with the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority for the completion of 2019-2023 Assessment of Fair Housing.

WHEREAS, entities receiving federal assistance through the U.S. Department of Housing and Urban Development are subject to the Affirmatively Furthering Fair Housing requirements found in 24 CFR 5.150 and 5.180 and are required to submit an Assessment of Fair Housing (AFH) to HUD prior to submittal of their consolidated plan, and

WHEREAS, Sheboygan County based entities receiving federal assistance that are subject to these requirements include the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority. The three organizations agree that working together to submit this AFH makes the most sense since we are in the same region serving similar demographics, and

WHEREAS, under the MOU, the City of Sheboygan will serve as the lead entity for completing the assessment process, and

WHEREAS, once the MOU is in place, the City of Sheboygan will issue a request for proposals to obtain a consultant to help the organizations prepare the assessment per federal law.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into the collaboration agreement and memorandum of understanding with the Sheboygan Housing Authority and the Plymouth Housing Authority.

Finance & Personnel

James A. Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

**COLLABORATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING
REGARDING THE 2019-2023 ASSESSMENT OF FAIR HOUSING**

THIS AGREEMENT is entered this _____ day of _____, 20__ (“Effective Date”) by and among the City of Sheboygan, Sheboygan Housing Authority, and Plymouth Housing Authority (herein called the “Program Participants” and collectively referred to as the “Sheboygan County Fair Housing Consortium” or Consortium”).

WHEREAS, the Program Participants are subject to the “Affirmatively Furthering Fair Housing” requirements found at 24 CFR 5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH) to the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD has adopted an “Assessment Tool” that is designed for use by local governments and consortia required to submit consolidated plans under HUD’s Consolidated Plan regulations, codified in 24 CFR part 91; and

WHEREAS, the Assessment Tool is intended to encourage joint and regional Assessments of Fair Housing conducted by collaborations between local governments, public housing authorities, and other partners to affirmatively further fair housing across jurisdictional boundaries; and

WHEREAS, The Program Participants each desire to collaborate on a county-wide basis to do regional Assessments of Fair Housing and to coordinate data collection and evaluation of local contributing factors and policies and activities that may facilitate or present barriers to fair housing choice and access to opportunity; and

WHEREAS, the Fair Housing Act specifies that the interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this obligation; and

WHEREAS, the Program Participants wish to collaborate to submit one county-wide AFH; and

WHEREAS, the Program Participants desire to enter into a Memorandum of Understanding (“MOU”) to provide financial support for the procurement and completion of the AFH, with the City of Sheboygan as the lead entity acting on behalf of the other Program Participants; and

WHEREAS, the Program Participants seek to understand factors that meaningfully influence county-wide housing markets and patterns of segregation and isolation of opportunity and to set goals and advance policies that address these issues.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. AUTHORITY

The Program Participants have entered into this MOU to provide information, cooperation, and financial support for the completion of a county-wide AFH, to share data and best practices, and to develop a coordinated response to affirmatively further fair housing. The Program Participants are cooperating for the purposes allowed by 24 CFR, part 91, 24 CFR part 903.

2. FUNCTION AND PROCEDURE

The Consortium has agreed to coordinate to obtain the best possible consultant to create a county-wide AFH to comply with HUD requirements to affirmatively further fair housing in each community. The Program Participants recognize that once proposals are received for the project, they will be included in the final decision as to who to proceed with. The Program Participants also authorize the City of Sheboygan as lead entity, to negotiate a contract with the selected consultant to meet the needs of the federal requirements.

3. LEAD ENTITY

The City of Sheboygan "Sheboygan" will serve as the lead entity of the consortium and will be responsible for submitting the AFH on behalf of the group. Each Program Participant appoints Sheboygan to act as its agent for purposes of hiring the consultant, leading Consortium efforts, and otherwise completing and submitting the Consortium's AFH to HUD.

4. FINANCING

Salary, travel, and incidental costs of the groups representatives shall be borne by their respective agencies. Each Program Participant is responsible for a share of the Assessment of Fair Housing contract amount based on the following percentages: 80% City of Sheboygan, 15% Sheboygan Housing Authority, 5% Plymouth Housing Authority. The Lead Entity shall collect payments from the Program Participants and remit to the Consultant.

5. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Program Participants will, to the extent practicable, align their PHA Planning Cycle(s) to the Sheboygan's Program Year of April 1 to March 31. Participating PHA's may elect to submit the AFH as in Interim Revision to the Annual Plans in order to confirm to the timing of the Lead Agency.

6. COOPERATION IN PLANNING AND IMPLEMENTATION

Program Participants agreed to share data, best practices, and plans to allow for county-wide analysis and coordination of planning and implementation of policies to affirmatively furthering fair housing. Each Program Participant is responsible for supplementing data with local information relevant to fair housing and for establishing reasonable goals and benchmarks for achieving those goals in its jurisdiction.

7. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

Collaborating Program Participants will each work with the consultant to ensure timely completion of the AFH.

Program Participants will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

8. WITHDRAWAL

Any Program Participant wishing to withdraw from the consortium shall provide 60 days' notice and agree to meet any outstanding financial obligations to Sheboygan. If Sheboygan wishes to withdraw, it must transfer its obligations as lead entity to another member of the Consortium prior to the effective date of its proposed withdrawal.

The withdrawing Participant must promptly notify HUD of its withdrawal from the Consortium.

9. SEVERABILITY

If any provision of this Agreement is here invalid, the remainder of the Agreement shall be affected thereby and all other parts of this Agreement shall be nevertheless be in full force and effect.

10. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of the agreement.

11. WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed its original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by terms of this Agreement is executed.

13. ENTIRE AGREEMENT

By signing this agreement, the Program Participants are bound to perform the obligations within this Agreement. Any amendment to this Agreement must be submitted in writing to HUD, and must be signed by members.

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

Charles Adams

City Attorney

BY: _____

City Attorney

CITY OF SHEBOYGAN

Michael Vandersteen

Mayor

BY: _____

Mayor

CITY OF SHEBOYGAN

Susan Richards

City Clerk

BY: _____

City Clerk

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

Charles Adams
City Attorney

BY: _____
City Attorney

SHEBOYGAN HOUSING AUTHORITY
Joseph Rupnick
Executive Director

BY: _____
Executive Director

EXECUTED and effective as of the _____ day of _____, by Program Participants,
signing through their dully authorized officials.

APPROVED AS TO FORM:

BY: _____

PLYMOUTH HOUSING AUTHORITY

Bruce _____

Executive Director

BY: _____

Executive Director

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 54-17-18 by Alderpersons Donohue and Bohren. A Resolution to authorize establishing an appropriation in the 2017 Budget for engineering and TID planning services.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: August 9, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Res. No. 54-17-18 includes appropriation requests for services involving TID districts. TID 14 was created as Taylor Heights in 2011. The proposed districts are the Sheboygan Business Center and Indiana Avenue.

Sheboygan Business Center

The Common Council approved Res. No. 49-17-18 authorizing entering into an agreement with Ruckert-Mielke for preliminary engineering services (\$175,000) related to the expansion of the Sheboygan Business Center. Funding for the services will be advanced from the Industrial Park Fund to TID Industrial Park Fund to be repaid with interest.

Taylor Heights

The agreement with Meijer Foods includes road rehabilitation on a segment of Taylor Drive from STH 23 to Erie Avenue. The city is entering into an agreement with Kapur & Associates, Inc for design services (\$33,700) for turn lanes, signals and sidewalks. Funding for the design contract will be from TID 14.

Sheboygan Business Center and Indiana Avenue

Two TIDs will be established, the Sheboygan Business Center and Indiana Avenue. Staff is requesting funding to enter into contract with Ehlers Inc. for planning services (\$25,500) for the TID creation as well as all documents required by the State of Wisconsin Department of Revenue. Funding for the creation of the Sheboygan Business Center TID will be advanced from the Industrial Park Fund to be repaid with interest. Funding for the creation of the Indiana Avenue TID will be advanced from the General Fund to be repaid with interest.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The resolution will establish the appropriation in the 2017 budget for the aforementioned projects.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 54-17-18 by Alderpersons Donohue and Bohren establishing an appropriation in the 2017 budget for engineering and TID planning services.

ATTACHMENTS:

- I. Res. No. 54-17-18
- II. Res. No. 48-17-18
- III. Kapur & Associates, Inc.
- IV. Ehlers Inc.

III

5.3

Res. No. 54 -17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for engineering and TIF planning services.

Establish appropriation for preliminary engineering services for the expansion of the Sheboygan Business Center. Advance to be repaid with interest from future increments.

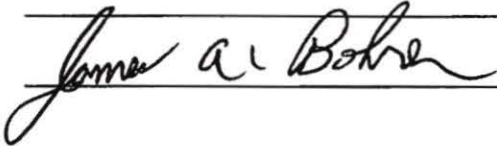
FROM	TO	
Industrial Park Fund Unreserved Fund Balance 407-253000	TIF Industrial Park Fund Contractor Services 42861100-521900	\$175,000
Establish appropriation for engineering design services for Taylor Drive Turn Lanes and Signals		
TIF 14 Fund Unreserved Fund Balance 317-253000	TIF 14 Taylor Drive Contractor Services 42432100-521900	\$33,700
Establish appropriation for TIF planning of the Sheboygan Business Center		
Industrial Park Fund Unreserved Fund Balance 407-253000	TIF Industrial Park Fund Contractor Services 42861100-521900	\$11,000

Finance & Personnel

Establish appropriation for TIF planning for Indiana Avenue. Advance to be repaid with interest from future increments.

General Fund
Unreserved Fund Balance
101-253000

TIF Indiana Ave Fund
Contractor Services
42761100-521900 \$14,500



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 49-17-18 . By Alderperson Donohue and Bohren. August 7, 2017.

A RESOLUTION authorizing entering into an agreement with Ruckert Mielke for preliminary engineering services related to the expansion of the Sheboygan Business Center.

WHEREAS, in order to complete a wetland delineation and complete preliminary engineering plans to develop more detailed cost estimates to be used as part of the Tax Incremental District planning in a timely manner, the city staff recommends proceeding with the contract with Ruckert Mielke.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Ruckert Mielke for \$171,551 and draw orders on Account Number 407661100-521900 in payment of same.

*Finance
Personnel*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

July 19, 2017

Mr. Chad D. Pelishek
Director of Planning & Development
Department of City Development
City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081-4442

Re: Proposed Business Center Expansion Phase II Proposal

Dear Mr. Pelishek:

Ruekert & Mielke, Inc. (R/M) is pleased to submit our proposed scope and associated costs for Phase II of the City's proposed expansion of their existing business center.

We have recently completed the preliminary planning for the expansion which we will be presenting to the Common Council in the near future. With considerable input from you and the rest of the City staff, this recommended Master Plan will provide the basis for the City's strategy going forward.

Phase II of this project is the preliminary engineering for the expanded business center. It is our understanding that the City wants to begin construction of a portion of the business center in 2018. This is feasible, based upon our experience with other business parks we have designed, if we begin Phase II services by very early August 2017. A lot of work must be accomplished between now and Spring of 2018 in order to meet this goal. Some things, such as wetland delineations, must be completed by the end of October (or sooner) due to weather restrictions set by DNR.

SCOPE OF SERVICES

Based upon meetings with you and the rest of the City staff, we have prepared the following lists of tasks for Phase II.

Sanitary Sewer System

- Review existing system w/Staff
- Develop peak flows
- Layout sanitary sewer
- Sanitary sewer routing
- Determine any needed downstream improvements
- Review w/Staff
- Prepare phasing plan
- Prepare cost estimates

- Sheboygan City 8000 10001 Business Park Expansion > 100 Study > Meeting > Pelishek-20170719-Proposed Business Center Expansion Phase II Proposal.docx -

Mr. Chad D. Pelishek, City of Sheboygan
Proposed Business Center Expansion Phase II Proposal
July 19, 2017
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Notify Bay-Lake RPC of proposed sewer extensions
Prepare exhibits

Water Supply & Distribution

Layout water system
Review w/Staff
Prepare phasing plan
Prepare cost estimates
Prepare exhibits

Storm Water Management

Discuss & determine concepts w/Staff
Prepare storm water Master Plan
Pond sizing & placement
Water quality objectives
Layout storm water system
Review w/Staff
Prepare phasing plan
Prepare cost estimates
Prepare exhibits

Streets

Determine traffic projections & layout
Boulevard
Roundabouts
Develop Typical Section
CTH OK intersections
Review w/Staff
Meet w/Sheboygan County PW re: connections to CTH OK
System layout
Prepare phasing plan
Prepare cost estimates
Prepare exhibits

Mr. Chad D. Pelishek, City of Sheboygan
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Overall Grading Plan

- Perform preliminary grading plan & earthwork balance
- Review w/Staff
- Prepare phasing plan
- Prepare cost estimates
- Prepare exhibits

Landscaping Amenities

- Paths
- Pond/Common areas
- Street lighting
- Gateway component options
- Review w/Staff
- Prepare cost estimates
- Prepare exhibit

Overall Site Plan

- Discuss frontage road acquisition w/WDOT/Sheboygan County
- Utilize previous Lidar mapping of area (including survey control) provided by Sheboygan County
- Prepare Plat of Survey
- Prepare Base Map w/Existing Municipal Utilities
- Perform wetland delineation of the initial 200 acres

Even though the City will probably only initially construct a portion of the entire area outlined in yellow on the enclosed map, it is necessary to plan the entire outlined area in order to accurately estimate the extent (sizes, depths, locations, etc.) of the infrastructure and their associated costs.

DELIVERABLES

We will furnish approximately 65% complete engineering documents and accompanying cost estimates for review by the Common Council for their deliberations on proceeding further.

Mr. Chad D. Pelishek, City of Sheboygan
Proposed Business Center Expansion Phase II Proposal
July 19, 2017
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If at that time, the Common Council chooses to move forward, the next step would be preparation of final, biddable engineering plans, specifications and bidding documents for construction of the infrastructure to serve the business center expansion beginning in early Spring of 2018.

SCHEDULE

Assuming we receive authorization from the City to begin by August 7, 2017, we will commit the necessary resources to complete this phase by October 1, 2017. We will also be able to provide your financial consultant with the preliminary cost estimates prior to that for their use in preparing a tax incremental project plan.

ESTIMATED FEES

Based upon the above outlined Scope of Services, we propose to perform the stated tasks at our hourly rates at a cost not to exceed \$171,551.00. If the Lidar mapping from Sheboygan County is insufficient for our use, the cost would increase by \$30,000.

We are prepared to begin work immediately upon authorization from the City.

Please contact me with any questions. We look forward to working with the City on this very exciting project.

Very truly yours,

RUEKERT & MIELKE, INC.

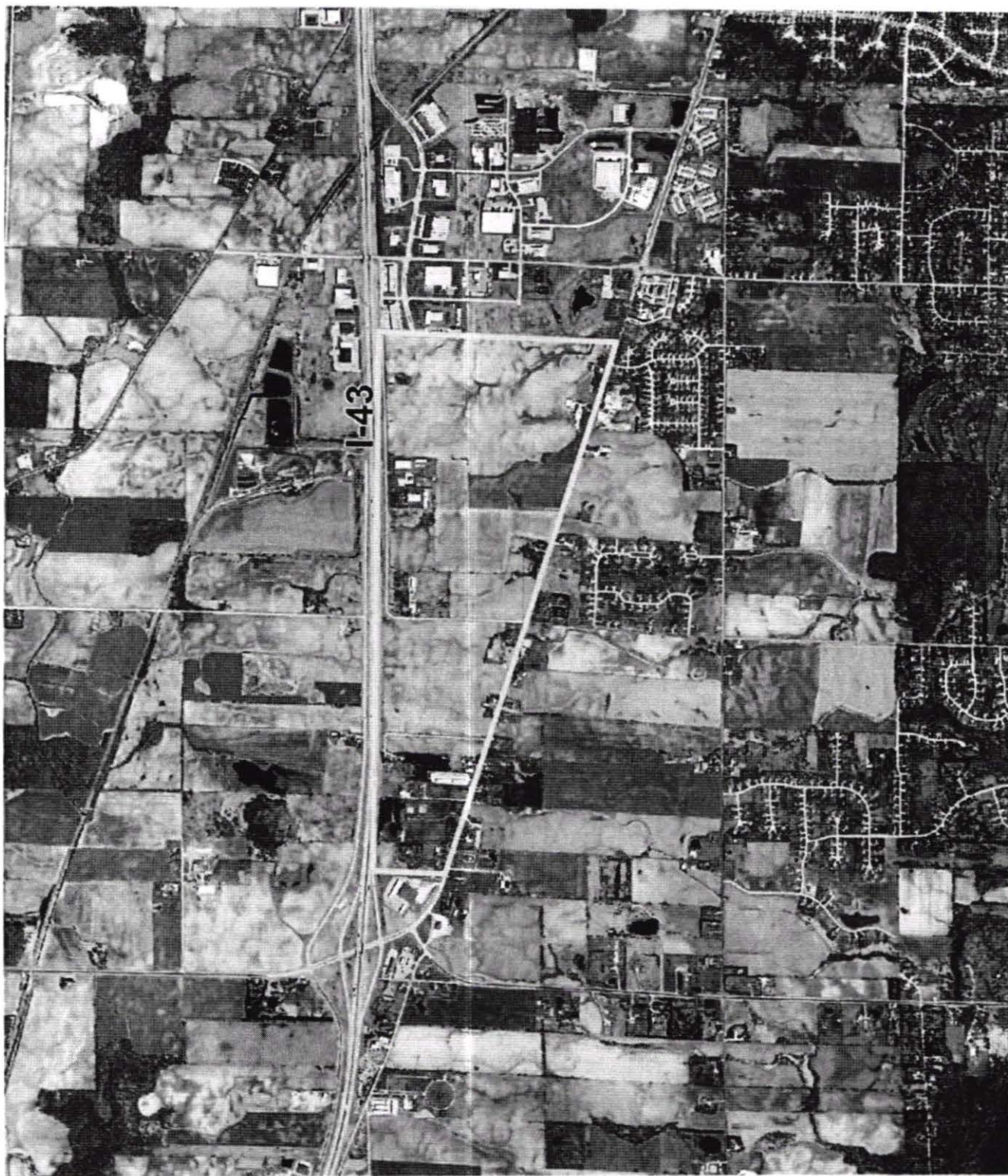


Joseph W. Eberle, P.E. (WI, IL, MN)
Senior Project Manager
jeberle@ruekert-mielke.com

JWE:jlb
Enclosure

cc: Andy Petersen, P.E., Ruekert & Mielke, Inc.
File


Phase II Area

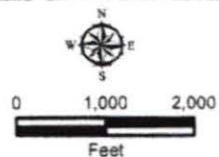


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Legend

 Study Area



 Ruekert · Mielke

PROFESSIONAL SERVICES AGREEMENT

Engineering Design Services Taylor Drive Turn Lanes and Signals STH 23 to Erie Avenue City of Sheboygan

This Agreement is between City of Sheboygan (OWNER) and Kapur & Associates, Inc. (ENGINEER) for professional engineering services for the following purpose:

Design services for turning lanes, signals, sidewalk, and roadway rehabilitation on a segment off Taylor Drive from STH 23 to Erie Avenue (approximately 1,300').

Section A. - Description of Work

ENGINEER will provide all professional engineering services for the referenced project. The geometric improvements and signal design will be based on information from the TADI Traffic Impact Analysis report and drawings as provided by the City of Sheboygan for the proposed Meijer development. All work will be performed by ENGINEER.

Section B. - Scope of Services

DESIGN SERVICES

- Topographic survey from R/W to R/W. Survey limits along Taylor Drive are from the eastbound off/on ramps of STH 23 to the south radii of the intersection of Erie Avenue.
- Erosion Control Plans
- Typical Sections and Detail Sheets
- Plan & Profile Sheets
- Paving Detail Sheets
- R/W Dedication Exhibit and One Title Report
- Design of Traffic Signals including interfacing with adjacent signals at Erie Avenue
- Sidewalk on west side of Taylor Drive (6' wide)
- Preliminary and Final Cost Estimates
- Utility Coordination
- Progress Meetings with City Staff
- Preparation of plans, specifications and bidding documents.
- Assistance in bidding and award of construction contract

Section C. – Schedule

ENGINEER shall perform the Scope of Services and complete the work based bidding the project in January 2018 with construction anticipated in spring of 2018.

Section D. - Compensation

In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER a Lump Sum fee of \$33,700.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this Agreement.

OWNER: City of Sheboygan

ENGINEER: Kapur & Associates, Inc.

By: Michael Naudorst
Title: MAYOR
Date: 8-2-2017

By: Donald P. Although
Title: Senior Associate
Date: July 13, 2017

Appendix B Tax Incremental Financing Services

Scope of Service

The City of Sheboygan (“Client”) has requested that Ehlers assist Client with the creations of TIDs 17 & 18 (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether 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) and assess the 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.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A draft time table for the Project.
 - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
 - When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.

- 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 within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client’s designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client’s designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a</p>	<p>Prepare and mail individual property owner notices (only for districts</p>

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.

	format for the required individual property owner notification letters. Attend hearing to present draft Project Plan.	created as blighted area, or in need of rehabilitation or conservation). 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 Service,” Client agrees to compensate Ehlers as follows:

Create a Single TID

Phase I	\$ 6,700
Phase II	\$ 6,800
Phase III	\$ 1,000
Total	\$ 14,500

	Create TID No.17	Create TID No. 18
Phase I	\$ 6,700	\$4,600
Phase II	\$ 6,800	\$5,400
Phase III	\$1,000	\$1,000
Total	\$ 14,500	\$11,000

- Pricing assumes all phases are done concurrently, utilizing same meeting nights. In the event that meetings for simultaneous districts do not occur on the same evening, full fee shall be charged per district.
- Pricing assumes all phases are done concurrently, utilizing same meeting nights. In the event that meetings for simultaneous districts do not occur on the same evening, full fee shall be charged per district.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

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 for creation of new districts, or amendments that add or subtract territory).
- 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 with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 52-17-18 by Alderpersons Donohue and Bohren approving the Option to Purchase 15.077 acres of industrial park land between Jim Zemezouak and Kevin Dretzka and the City of Sheboygan.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: July 19, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Sheboygan Business Park Expansion's Master Plan includes phase one of the business park expansion to include properties owned by Jim Zemezouak and Kevin Dretzka. Originally the City discussed closing on a portion the land in 2017 and the remainder in late 2018. City staff decided to proceed with an option to purchase to allow all land acquisition costs to be covered by future TID increments and be able to reimburse the Industrial Park Fund in the future.

STAFF COMMENTS:

The Option to Purchase with a closing on January 5, 2018 was set up to allow the City to include the acquisition costs into the new TID district. Should the Common Council accept the Option, the City will pay \$10,000 earnest money to be credited against the purchase price. The Option includes 15.07 acres x \$27,300 per acre = \$411,602.10.

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Res No. 52-17-18, an Option to Purchase 15.077 acres of business park land between Jim Zemezouak and Kevin Dretzka and the City of Sheboygan.

ATTACHMENTS:

- I. Res. No. 52-17-18
- II. Option to Purchase

III

5.4

Res. No. 52-17-18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION approving the Option to Purchase 15.077 acres of industrial park land between Jim Zemezonak and Kevin Dretzka and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the Option to Purchase 15.077 acres of land in the amount of \$411,602.10 from Jim Zemezonak and Kevin Dretzka and agrees to close on the property on January 5, 2018.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance & Personnel

James A. Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON July 25, 2017 (DATE) IS (AGENT OF BUYER)

2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 The Seller (Optionor), Tim Zemezonak and Kevin Dretzka, hereby grants to

4 the Buyer (Optionee), City of Sheboygan

5 an option to purchase (Option) the Property known as (Street Address) Tax Parcel No. 59030454532 (15.077 acres)

6 _____ in the _____ Town

7 of Wilson, County of Sheboygan, Wisconsin, on the following terms:

8 **DEADLINE FOR GRANT OF OPTION:** This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all

9 Sellers and delivered to Buyer on or before August 31, 2017 (Time is of the Essence).

10 **OPTION TERMS**

11 **INITIAL OPTION TERM:** A nonrefundable option fee of \$ 10,000.00 will be paid by Buyer to Seller within 5 days

12 of the later of (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 141 of this Option is checked. This Option may only be

13 exercised if Buyer delivers written notice to Seller no later than midnight March 30, 2018 unless extended below.

14 **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight _____ upon

15 payment of \$ _____ to Seller on or before _____ as an option

16 extension fee which shall not be refundable. *after Common Council approval.

17 **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-381, or (ii) any other written notice which states that

18 Buyer exercises this Option. If the Option is exercised, \$ 10,000.00 of the option fee and \$ 0 of the

19 option extension fee, if any, shall be a credit against the purchase price at closing.

20 **CAUTION:** If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268

21 or 326-330 or in a separate agreement attached per line 328.

22 **TERMS OF PURCHASE:** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

23 **PURCHASE PRICE:** Four Hundred Eleven Thousand Six Hundred Two and 10/100 Dollars

24 (\$ 411,602.10) will be paid in cash or equivalent at closing unless otherwise provided below.

25 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option

26 not excluded at lines 26-29, and the following additional items: _____

27 _____

28 **NOT INCLUDED IN PURCHASE PRICE:** _____

29 _____

30 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 75-82) to be excluded by

31 Seller or which are rented and will continue to be owned by the lessor.

32 **NOTE:** The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.

33 **OPTIONAL PROVISIONS:** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Option, delivery of documents and written notices to a

36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): _____

39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: Jim Zemezonak and Kevin Dretzka, P.O. Box 1767, Madison, WI 53701-1767

48 Delivery address for Buyer: Chad Pelishak, 828 Center Avenue, Suite 104, Sheboygan, WI 53081

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): _____

55 **TIME IS OF THE ESSENCE:** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this

56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this

57 Option except: _____ if "Time is of the Essence" applies

58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date

59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

60 **PERSONAL DELIVERY/ACTUAL RECEIPT:** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

61 to, or Actual Receipt by, all Buyers or Sellers.

DEFINITIONS

62 **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
63 physically in the Party's possession, regardless of the method of delivery.

64 **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
65 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
66 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
67 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
68 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
69 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
70 midnight of that day.

71 **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
72 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
73 the expected normal life of the premises or adversely affect the use of the Property.

74 **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
75 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
76 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
77 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
78 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
79 attached antennas; garage door openers and remote controls; installed security systems and accessories; in-ground
80 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and dock/piers on
81 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

82 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
83 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

84 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

85 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
86 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
87 verified by survey or other means.

88 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
89 dimensions, if material.

90 **BUYER'S WALKTHROUGH:** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
91 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
92 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
93 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

94 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
95 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
96 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
97 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
98 ten waivers for all tenable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
99 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
100 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
101 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
102 be held in trust for the sole purpose of restoring the Property.

103 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's
104 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
105 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
106 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
107 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

108 **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
109 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
110 5630.

4

112 **CLOSING** This transaction is to be closed (with ninety (90) days after the exercise of this Option) (no later
113 than March 30, 2018) ~~STRIKE AND COMPLETE AS APPLICABLE~~ at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none

117 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
118 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

119 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

120 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
121 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

122 Current assessment times current mill rate (current means as of the date of closing)

123 Sales price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
124 known, multiplied by current mill rate (current means as of the date of closing)

125 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
126 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
127 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

128 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
129 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
130 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
131 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
132 estate brokers in this transaction.

133 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
134 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are

135 _____, Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

136 **LEASE-OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

137 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

138 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
139 for the Property with minimum terms which shall include: term from _____ to _____ and
140 an initial rent of \$ _____ per month or this Option shall be null and void.

141 **[CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:**

142 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
143 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

144 **NOTE:** Lenders may not recognize a credit for rent paid under a lease.

145 Buyer may not exercise this Option unless Buyer is current with all rent.

146 Any material breach of the lease by Buyer shall also constitute a default under this Option.

147 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
148 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____

149 and, if applicable, Real Estate Condition Report dated _____, and, if applicable, Vacant Land Disclosure Report
150 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option

151 by reference ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and _____

152 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

153 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
154 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures
155 provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that
156 has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,
157 personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if
158 Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before
159 expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney
160 for additional information regarding rescission rights.

161 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
162 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-159), Defect does not include
163 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
164 of this Option.

165 **ZONING** Seller represents that the property is zoned _____

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
 171 258 or 329-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
 176 Admin. Code Ch. SPS 357), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
 178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
 179 remedies.

180 **If Buyer defaults,** Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 **If Seller defaults,** Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 188 courts. If either Party defaults, the Parties may renegotiate the Option or seek non-judicial dispute resolution instead of the remedies outlined
 189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
 190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
 193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
 194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
 197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
 199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
 200 of Buyer's due diligence items on lines 256-258, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
 201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
 202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
 203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
 204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsol tests,
 205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
 206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
 207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
 208 agreed by the Parties in writing.

208 ~~RECORDING OF OPTION~~ Buyer (may) (may not) ~~STRIKE ONE~~ record this Option at Buyer's expense.

210 Buyer (may) (may not) ~~STRIKE ONE~~ ("may" if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 266-268 or 326-330 or attach as an
212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.

213 CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
217 conveyance as provided herein), free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements
218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
220 taxes levied in the year of closing and none

221 _____
222 _____ which constitutes merchantable title for purposes of
223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
227 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
228 other than the current use.

229 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
230 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"
233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
236 closing (see lines 242-248).

237 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
238 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 CAUTION: Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
243 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
244 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current
252 services under Wis. Stat. § 66.0527 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

256 **ADDITIONAL PROVISIONS**

257 _____
258 _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____
265 _____
266 _____
267 _____
268 _____

269 **CONDOMINIUM UNITS**

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before
271 entering into this Option. See lines (188-208)

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.385(1)(b) and (8)]: (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents (Wis. Stat. § 703.33(4)(b)). The Parties agree that the 5 business days begin upon the earlier
290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery
291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE
293 PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspectors (e.g., home, roof, foundation, septic) here: _____

319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____

321 _____

322 Describe additional inspections and tests, if any, at lines 255-263 or 326-330 or attach as an addendum per line 325.

323 NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
324 environmental contamination is present), any limitations on Buyer's testing and any other material terms.

325 ADDENDA: The attached _____ is/are made part of this Option.

326 **ADDITIONAL PROVISIONS** _____

327 ~~This Option is contingent upon final approval by the City of Sheboygan Common Council.~~

328 ~~The parties acknowledge that their intent is to close the sale on January 5, 2018.~~

329 ~~Seller agrees to give Buyer access to the Property prior to closing for planning~~

330 ~~purposes.~~

331 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL
332 ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE
333 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE
334 SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

335 This Option was drafted by [Licensee and Firm] City Attorney Charles C. Adams

336 _____ on July 25, 2017

337 Buyer Entity Name (if any): City of Sheboygan

338 (x) _____
339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲

340 (x) _____
341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲

342 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE
343 CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND
344 CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

345 Seller Entity Name (if any): _____

346 (x) _____
347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jim Zamezansk Date ▲ 7/28/17

348 (x) _____
349 Seller's/Authorized Signature ▲ Print Name/Title Here ► Kevin Dretzka Date ▲ 7/28/17

350 This Option was presented to Seller by [Licensee and Firm] _____

351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____

353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to

356 Purchase.

357 Buyer Entity Name (if any): _____

358 _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 53-17-18 by Alderpersons Donohue and Bohren approving the Option to Purchase 73.257 acres of business park land between Wilson Land Holdings, LLC and the City of Sheboygan.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: July 19, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Sheboygan Business Park Expansion's Master Plan includes phase one of the business park to include properties owned by Wilson Land Holdings, LLC. Originally the City discussed closing on a portion the land in 2017 and the remainder in late 2018. City staff decided to proceed with an option to purchase to allow all land acquisition costs to be covered by future TID increments and be able to reimburse the Industrial Park Fund in the future.

STAFF COMMENTS:

The Option to Purchase with a closing on January 5, 2018 was set up to allow the City to include the acquisition costs into the new TID district. Should the Common Council accept the Option, the City will pay \$30,000 earnest money to be credited against the purchase price. The Option includes 73.257 acres x \$27,300 per acre = \$1,999,916.10. This purchase would be paid from the Industrial Park Fund and reimbursed in the future from Tax Incremental District.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 53-17-18, an Option to Purchase 73.257 acres of business park land between Wilson Land Holdings, LLC and the City of Sheboygan.

ATTACHMENTS:

- I. Res. No. 53-17-18
- II. Option to Purchase

III

5.5

Res. No. 53 - 17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION approving the Option to Purchase 73.257 acres of industrial park land between Wilson Land Holdings, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the Option to Purchase 73.257 acres of land in the amount of \$1,999,916.10 from Wilson Land Holdings and agrees to close on the property on January 5, 2018.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance & Personnel

James A. Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON July 25, 2017 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 The Seller (Optionor), Wilson Land Holdings, LLC, hereby grants to
4 the Buyer (Optionee), City of Sheboygan
5 an option to purchase (Option) the Property known as (Street Address) 73.257 acres identified on Exhibit A

6 in the Town
7 of Wilson, County of Sheboygan, Wisconsin, on the following terms:
8 ~~DEADLINE FOR GRANT OF OPTION~~ This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all
9 Sellers and delivered to Buyer on or before August 31, 2017 (Time is of the Essence).

10 **OPTION TERMS**
11 ■ INITIAL OPTION TERM: A nonrefundable option fee of \$ 30,000.00 will be paid by Buyer to Seller within 5 days
12 of the later of (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 144 of this Option is checked. This Option may only be
13 exercised if Buyer delivers written notice to Seller no later than midnight March 30, 2018 unless extended below.
14 ■ EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended until midnight _____ upon
15 payment of \$ _____ to Seller on or before _____, as an option
16 extension fee which shall not be refundable. *after Common Council approval.

17 ■ EXERCISE: To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18 Buyer exercises this Option. If the Option is exercised, \$ 30,000.00 of the option fee and \$ 0 of the
19 option extension fee, if any, shall be a credit against the purchase price at closing.

20 CAUTION: If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268
21 or 326-330 or in a separate agreement attached per line 325.

22 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of ^{(and 10/100} purchase:
23 ■ PURCHASE PRICE: One Million Nine Hundred Ninety-nine Thousand Nine Hundred Sixteen Dollars
24 (\$ 1,999,916.10) will be paid in cash or equivalent at closing unless otherwise provided below.

25 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26 not excluded at lines 28-29, and the following additional items: _____

27 _____
28 ■ NOT INCLUDED IN PURCHASE PRICE: _____
29 _____

30 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 75-82) to be excluded by
31 Seller or which are rented and will continue to be owned by the lessor.

32 NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X" THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a
36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____) _____

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: Wilson Land Holdings, LLC, P.O. Box 1767, Madison, WI 53701-1767
48 Delivery address for Buyer: Chad Pelishek, 828 Center Avenue, Suite 104, Sheboygan, WI 53081

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____

55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
56 Option; (4) Buyer's exercise of this Option; (5) occupancy, (6) date of closing; ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
57 Option except: _____. If "Time is of the Essence" applies
58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

60 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
61 to, or Actual Receipt by, all Buyers or Sellers.

2

62 DEFINITIONS

63 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
64 physically in the Party's possession, regardless of the method of delivery.

65 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
66 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
67 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
68 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
69 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
70 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
71 midnight of that day.

72 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impar
73 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
74 the expected normal life of the premises or adversely affect the use of the Property.

75 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
82 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

85 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

86 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
87 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
88 verified by survey or other means.

89 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
90 dimensions, if material.

91 **BUYER'S WALKTHROUGHS:** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

95 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
96 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
97 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
98 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
99 lien waivers for all fixable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
100 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
101 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
102 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
103 be held in trust for the sole purpose of restoring the Property.

104 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's
105 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
106 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
107 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
108 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

109 **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
110 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
111 5830.

Property Address: 73.257 Total Acres

Page 3 of 7, WB-24

112 **CLOSING** This transaction is to be closed (with ninety (90) days after the exercise of this Option) (no later
113 than March 30, 2018) **STRIKE AND COMPLETE AS APPLICABLE** at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none

117
118 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 Current assessment times current mill rate (current means as of the date of closing)

124 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125 known, multiplied by current mill rate (current means as of the date of closing)

126
127 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
128 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
129 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

130 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are

137
138 _____, Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE-OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from _____ to _____ and
143 an initial rent of \$ _____ per month or this Option shall be null and void.

144 [CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:

145 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE:** Lenders may not recognize a credit for rent paid under a lease.

148 Buyer may not exercise this Option unless Buyer is current with all rent.

149 Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____

152 and, if applicable, Real Estate Condition Report dated _____, and, if applicable, Vacant Land Disclosure Report
153 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option

154 by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

155
156 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

157 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
158 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures
159 provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that
160 has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,
161 personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if
162 Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before
163 expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney
164 for additional information regarding rescission rights.

165 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
168 of this Option.

169 **ZONING** Seller represents that the property is zoned _____

4

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
171 268 or 328-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
179 remedies.

180 If Buyer defaults, Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
200 of Buyer's due diligence items on lines 256-268, 314-321, or 328-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoil tests,
205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
208 agreed by the Parties in writing.

209 **RECORDING OF OPTION:** Buyer (may) ~~(exercise)~~ **STRIKE ONE** record this Option at Buyer's expense.
 210 Buyer (may) (may not) **STRIKE ONE** (may" if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
 211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 258-268 or 328-330 or attach as an
 212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.
 213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
 216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
 217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
 219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
 220 taxes levied in the year of closing and none

221 _____ which constitutes merchantable title for purposes of
 222 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
 223 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
 224 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

225 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 226 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 227 other than the current use.

228 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 229 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 230 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

231 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's"
 232 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 233 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 234 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 235 closing (see lines 242-248).

236 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 237 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
 238 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
 239 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

240 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

241 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 242 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 243 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
 244 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
 245 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
 246 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
 247 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

248 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
 249 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

250 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
 251 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 252 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 253 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 254 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

255 **ADDITIONAL PROVISIONS** _____
 256 _____
 257 _____
 258 _____
 259 _____
 260 _____
 261 _____
 262 _____
 263 _____
 264 _____
 265 _____
 266 _____
 267 _____
 268 _____

4

269 **CONDOMINIUM UNITS**

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before
271 entering into this Option. See lines 198-208

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these (except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)): (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. The Parties agree that the 5 business days begin upon the earlier
290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery
291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 ■ **INSPECTIONS AND TESTS:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

f

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____

319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____

321 _____

322 Describe additional inspections and tests, if any, at lines 256-263 or 326-330 or attach as an addendum per line 325.

323 **NOTE:** Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
324 environmental contamination is present), any limitations on Buyer's testing and any other material terms.

325 **ADDENDA:** The attached Exhibit A is/are made part of this Option.

326 **ADDITIONAL PROVISIONS**

327 This Option is contingent upon final approval by the City of Sheboygan Common Council.

328 The parties acknowledge that their intent is to close the sale on January 5, 2018.

329 Seller agrees to give Buyer access to the Property prior to closing for planning
330 purposes.

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by [Licensee and Firm] City Attorney Charles C. Adams

336 _____ on July 25, 2017

337 Buyer Entity Name (if any): City of Sheboygan

338 (x) _____

339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲

340 (x) _____

341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): Wilson Land Holdings LLC

346 (x) _____

347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jim Benzema Date ▲ 7/28/17

348 (x) _____

349 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

350 This Option was presented to Seller by [Licensee and Firm] _____

351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____

353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 **NOTE:** Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

EXHIBIT A
(Property to be purchased)

<u>Tax Parcel No.</u>	<u>Acreage</u>
59030458974	16.01
59030458975	5.967
59030458976	7.43
59030459071	8.022
59030459142	1.55
59030459145	<u>34.278</u>
TOTAL:	73.257

5

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. XX-17-18 by Alderpersons Donohue and Bohren. A Resolution to authorize establishing an appropriation in the 2017 Budget Information Technology Capital Improvements.

REPORT PREPARED BY: Greg Vertelka, Director of Information Technology

REPORT DATE: August 4, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	\$130,000
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

Requesting authorization to initiate and spend funds in 2017 for an approved Capital Improvement Program project: a secondary data center (DC), to facilitate and reduce the risk associated with the proposed City Hall renovation project. This project was originally scheduled for 2018.

STAFF COMMENTS:

The City Hall renovation project will require the relocation of the City's data center. This effort can be completed utilizing two different methodologies. The first method would be to move the existing equipment to the temporary location, the Wastewater Treatment Plant, on a designated weekend. This method is not recommended as the risk associated with turning down a DC and turning up in a new location without the ability to test is extremely high. The second method would be to build a secondary DC at the temporary location prior to the designated weekend. This method is recommended as this would reduce the overall risk of the project by allowing the City technology staff to design and execute a system test in 2017 prior to the 2018 move. These funds would be spent in 2018 regardless as noted in the capital request to build a redundant DC.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. XX-17-18 by Alderpersons Donohue and Bohren establishing an appropriation in the 2017 Budget for Information Technology Capital Improvements.

ATTACHMENTS:

- I. Res. No. XX-17-18

Res. No. 17 - 18. By Alderperson Donohue and Bohren
August 21, 2017

A RESOLUTION to authorize establishing an appropriation in the
2017 Budget for Information Technology equipment.

Establish appropriation for Information Technology equipment
from retained earnings.

FROM	TO	
Information Technology Fund	Information Technology Fund	
Unreserved Retained Earnings	IT Equipment	
707-272000	70717100-642200	\$130,000

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Credit or debit card policy.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: August 9, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Common Council approved Res. No. 55-13-14 establishing a service fee for payments that are made by credit or debit card. The resolution designated Point & Pay as the provider with a service charge based on a sliding scale on the bill payment amount.

STAFF COMMENTS:

The City implemented MUNIS financial software in 2009 and has moved toward integration of more MUNIS modules, including cash receipting, business licenses and parking tickets. Currently, IT staff is working with the Department of Public Works to integrate a park and recreation reservation system. The system allows for online reservations, but does not integrate with a credit or debit card system that establishes a service fee to the user. Online payments could be extended to other types of collections (parking tickets, invoices, etc) offered to the public by changing vendors as well as eliminated the service fee for payments by credit or debit cards.

ACTION REQUESTED:

Motion to authorize staff to investigate credit and debit card payment options integrated with MUNIS software to allow for online payments and eliminate the service fee for payments made with credit or debit cards.

ATTACHMENTS:

1. Res. No. 55-13-14

Res. No. 55 - 13 - 14. By Alderperson Hammond. September 3, 2013.

A RESOLUTION amending Res. No. 184-10-11 by Alderperson Hammond to establish a service fee for payments that are made by credit or debit card to the City of Sheboygan.

WHEREAS, the City of Sheboygan wishes to provide the option to the citizens of processing payments and debit card systems, and

WHEREAS, the City of Sheboygan wishes to establish a service fee for the users of the system to pay for the cost.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan will use the Point & Pay System. The service charge will be based on a sliding scale on the bill payment amount.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Second Quarterly Performance Report for the Department of City Development: Planning Division.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: August 7, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

As part of the annual budgeting process, the department has developed performance benchmarks to track progress of the department's activities.

STAFF COMMENTS:

The Planning and Development staff of four continues to work on a number of new initiatives in the City. Most of the yearly benchmarks have been met except for conditional use permits. The number of special projects exceeding the yearly goal shows the commitment of development staff to assist departments with planning and grant writing services. Although the total number of conditional use permits is down, the sizes of the projects that have recently received approval have increased which in turn provides more tax revenues for the city.

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

- I. Quarterly Performance Report for April 1, 2017 – June 30, 2017.



QUARTERLY PERFORMANCE REPORT
DEPT. OF CITY DEVELOPMENT: PLANNING & DEVELOPMENT
Second Quarter of Fiscal Year 2017 – April 1 through June 30, 2017

This report covers the second quarter (April 1 through June 30) of fiscal year 2017 and provides a progress update toward achieving the performance measures in the annual budget book.

For more information about this report, contact Chad Pelishek, Director of Planning and Development at (920) 459-3383.

Planning and Development Division

	2015 Actual	2016 YTD	2016 Actual	2017 YTD	2017 Goals
# Existing businesses assisted	N/A	N/A	N/A	75	40
# Start-up businesses assisted	N/A		N/A	67	35
# of commission applications approved	N/A	N/A	126	53	125
# of comprehensive plan/ordinance amendments adopted	N/A	N/A	N/A	5	10
# of special projects	N/A	N/A	N/A	17	10
# of sign permits issued	N/A	N/A	N/A	109	100
# of Neighborhood Development Plans completed	N/A	N/A	N/A	0	3
# of new neighborhood associations	N/A				
Construct the Arts/Culture Plaza	N/A	N/A	N/A	1	1
Assemble redevelopment sites in key areas	N/A	N/A	N/A	1	1
Attract a new hotel	N/A	N/A	1	1	2
Coordinate to development a new business park	N/A	N/A	N/A	1	1
Execute a new tourism commission and zone	N/A	N/A	N/A	1	1

Redevelopment Authority Fund

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Redevelopment of existing properties	N/A	N/A	N/A	5	4
# of new ground leases negotiated	N/A	N/A	3	0	2

Business Revolving Loan Fund

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Loan funds available (as of December 31, 2016)	\$1,798,839	N/A	\$1,760,257	\$1,760,257	\$1,760,257
Outstanding Loan Amount as of December 31, 2016	\$2,362,165	N/A	\$3,755,165	\$3,755,165	\$3,755,165
Number of new loans	2	N/A	8	0	2
Number of new jobs created	1	N/A	93	0	10

Housing Revolving Loan Fund

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Loan funds available (as of December 31, 2016)	\$157,427	N/A	\$180,000	\$518,065	\$180,000
Outstanding Loan Amount as of December 31, 2016	\$2,915,442	N/A	\$2,890,000	\$2,890,000	\$2,890,000
Number of new loans	7	N/A	7	4	10

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark Measurements for Information Technology (IT) Department, for period commencing January 1, 2017 and ending June 30, 2017.

REPORT PREPARED BY: Greg Vertelka, Director of Information Technology

REPORT DATE: July 31, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

These are the benchmark measurements as defined in the 2017 strategic plan for IT.

STAFF COMMENTS:

The following are the first quarter measurements and 2017 goals.

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Measurements					
<u>Workload</u>					
Total Break/Fix Issues Logged	192	NA	750	393	700
Total Open Break/Fix Issues	1	NA	0	26	0
<u>Efficiency</u>					
Average Close Time for all IT Request Types (days)	17	NA	5	8	5
<u>Effectiveness</u>					
Percent of Break/Fix Issues	67%	NA	75%	67%	80%
Measurements					
	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
<u>Workload</u>					
Total Number of Servers	33	NA	32	31	30
Total Servers Virtualized	24	NA	25	25	25
Percent Virtualized	73%	NA	78%	81%	83%
<u>Workload</u>					
Total Munis Modules Owned	23	NA	23	23	24
Total Munis Modules Used	19	NA	20	20	21
Percent Implemented	83%	NA	87%	87%	88%

Workload

Percentage of Computers Installed	23%	NA	75%	98%	100%
Number of Security Audits Performed	0	NA	1	0	2
Number of Security Outbreaks Reported	2	NA	0	0	0
Percentage of Remote Computer Access	34%	NA	7%	15%	6%
Percentage of Remote User Access	29%	NA	5%	11%	3%

Workload

Total Committees on BoardDocs	17	NA	20	33	22
Total Issues Reported via Website	181	NA	190	291	200

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark Measurements for Cable TV (WSCS) Department, for period commencing January 1, 2017 and ending June 30, 2017.

REPORT PREPARED BY: Greg Vertelka, Director of Information Technology

REPORT DATE: July 31, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

These are the benchmark measurements as defined in the 2017 strategic plan for WSCS

STAFF COMMENTS:

The following are the first quarter measurements and 2017 goals.

Measurements	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
<u>Workload</u>					
Number of Programs Produced	474	NA	480	183	500
Number of Broadcast Channels	5	NA	5	5	8
<u>Effectiveness</u>					
On-Demand Viewing	8,210	NA	9,100	2,982	9,500
On-Demand Unique Visitors	3,394	NA	3,400	1,138	3,500
Number of Film Awards	3	NA	3	6	3

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitted for your information are the benchmark measurements for the Finance Department, for the period commencing April 1, 2017 and ending June 30, 2017.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: August 9, 2017

MEETING DATE: August 14, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The benchmark measurements for the Finance Department for the period commencing April 1, 2017 and ending June 30, 2017 is presented for information and discussion.

STAFF COMMENTS:

Highlights of the report are as follows:

- Vendor checks issued in the second quarter totaled 1,404 in comparison to the first quarter of 1,989. The city will begin utilizing electronic payments to vendors in the third quarter.
- Reports for the second quarter were distributed by the 10th of the month in two of the three months. Reconciliations were not completed by the 15th of the month in the second quarter as information was not received timely in finance.
- No change in the second quarter regarding tax collection. Annually, the 40 percent goal of taxes collected at financial institutions was not met, although the actual collections increased three percent over 2016.
- Rate of return on investments exceeded expectations.
- The Board of Review convened on June 21, 2017 with no cases presented.
- Cost of assessing per parcel reduced due to outsourcing.

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

- I. Finance and Assessing benchmark measurements.

FINANCE

Measurements	2015 Actual	Y-T-D 6/30/2016	2016 Actual	Y-T-D 6/30/2017	2017 Goals
<u>Workload</u>					
Vendor checks issued	5,310	3,112	6,030	3,393	5,310
Accounts receivable invoices	750	1,277	682	723	750
Receipts processed	26,000	15,094	24,664	16,646	26,000
Journal entries posted	4,300	1,848	4,025	1,862	4,300
<u>Effectiveness</u>					
Percent of reports distributed by the 10th	0%	0%	0%	34%	50%
Percent of reconciliations completed by the 15th	0%	0%	0%	0%	50%
Percent of receipts processed within one business day	95%	92%	95%	93%	95%
<u>Efficiency</u>					
% of taxes collected at financial institutions	27%	35%	35%	38%	40%
<u>Effectiveness</u>					
Rate of Return on investment	0.71%	1.03%	1.53%	1.65%	1.00%
Basis points above LPIG	0.52%	.75%	1.11%	1.01%	.25%

ASSESSING

Measurements	2015 Actual	Y-T-D 6/30/2016	2016 Actual	Y-T-D 6/30/2017	2017 Goals
<u>Workload</u>					
Cases presented/cases upheld by Board of Review	5	0	0	0	5
<u>Efficiency</u>					
Cost of assessment per parcel	\$24.24	\$25.56	\$20.29	\$17.92	\$19.82
<u>Effectiveness</u>					
Assessment ratio	.9956	.9956	.9966	.9966	.9900