

COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION

DATE : February 1, 2011

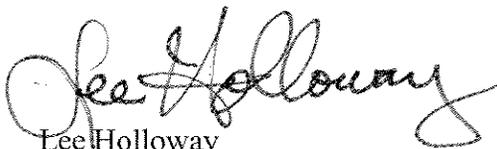
TO : Michael Mayo, Sr., Chairman, Milwaukee County Board of Supervisors

FROM : Lee Holloway, Milwaukee County Executive

SUBJECT : **Appointment of John R. Raymond, Sr., M.D., to the Milwaukee County Research Park Corporation Board of Directors**

Subject to confirmation by this honorable body, I am pleased to appoint John R. Raymond, Sr., M.D., to the Milwaukee County Research Park Corporation Board of Directors. Dr. Raymond is the new President of the Medical College of Wisconsin and would replace his predecessor, T. Michael Bolger, who recently retired. Dr. Raymond would serve a term expiring in April 2014.

Dr. Raymond has strong medical credentials and a long list of accomplishments and awards. His biography is attached for your information. I urge your favorable consideration of this appointment.



Lee Holloway  
Milwaukee County Executive

Attachment

cc: John Raymond, President, Medical College of Wisconsin  
William R. Drew, Milwaukee county Research Park Corporation

**John R. Raymond, M.D.**  
**President and CEO**  
**The Medical College of Wisconsin**

John R. Raymond, M.D., The Medical College of Wisconsin's new president and CEO, assumed his new position as the College's sixth president on July 1. He comes to the Medical College from the Medical University of South Carolina (MUSC) where he served as vice president for academic affairs and provost.

Dr. Raymond was selected by the Medical College's Trustees to succeed T. Michael Bolger, J.D., who retired on June 30 after serving nearly 20 years as president and CEO. Bolger is now president emeritus.

Dr. Raymond served since 2003 as chief academic and research officer for the public, freestanding medical university in South Carolina. MUSC is an academic medical center comprised of six health sciences colleges and a university-owned hospital and medical practice with an annual budget exceeding \$2 billion. The university conducts more than \$200 million in funded research.

A practicing nephrologist who plays active roles in clinical care, teaching, and faculty mentorship, Dr. Raymond is also a medical researcher studying the basic mechanisms of kidney cell function. He has published over 100 full-length manuscripts and has received more than \$38 million in competitive extramural funding.

He is the recipient of 2009 Marcy Speer Outstanding Reviewer Award from the National Institutes of Health's (NIH) Center for Scientific Review, the highest honor for extraordinary commitment to peer review of NIH grant applications. Annually, approximately 16,000

reviewers assist the NIH with scientific evaluations of research grant applications as the NIH invests more than \$20 billion in the most promising research grants, paving the path to biomedical breakthroughs that improve public health and save lives.

Dr. Raymond joined the MUSC faculty in 1996 as the Dialysis Clinics Incorporated (DCI) Professor of Medicine. He served as associate chief of staff for research at the Ralph H. Johnson VA Medical Center in Charleston, SC, from 1998 to 2002. Dr. Raymond was MUSC's associate provost for research from 2001-2006, and was interim vice president for academic affairs and provost for six months before being named to the position in 2003.

He received his undergraduate and medical degrees with honors from The Ohio State University, and performed his internship, residency, chief residency and nephrology fellowship training at Duke University Medical Center. After completing his training, he joined Duke's faculty where he rose through the ranks to attain tenure.

Dr. Raymond serves on the editorial boards of the *American Journal of Physiology – Renal Physiology*, and *Assay Drug Development Technology*. He was selected for membership in both the Association of American Physicians and the American Society for Clinical Investigation. Among Dr. Raymond's many honors are awards for excellence in leadership, research, teaching and clinical care from the Ohio Commission on Aging, Duke University Medical School, the American Federation for Clinical Research, and the U.S. Department of Veterans Affairs.

July 8, 2010

**COUNTY OF MILWAUKEE**  
INTEROFFICE COMMUNICATION

DATE: March 28, 2011

TO: Lee Holloway, Chairman, County Board of Supervisors

FROM: Pamela Bryant- Capital Finance Manager

SUBJECT: Due Diligence Report for the allocation of funds from the County's Housing Trust Fund to United Methodist Children's Services (UMCS) for a supportive housing development.

**Request**

The Department of Administrative Services is recommending approval of the attached resolution to adopt requirements for financial proposals and approval of a \$100,000 grant from the Special Needs Housing capital project to the UMCS Phase III project to provide five supportive housing units for Milwaukee County Behavioral Health clients.

**Special Needs Housing Program**

In 2007, Milwaukee County created the SNHP for the purpose of providing partial financing for the development of supportive housing in Milwaukee County. The SNHP is financed through loans from the Board of Commissioner's State Trust Fund Loan program. The SNHP project scope for the loans consists of the following: acquisition of land and construction and or renovation of facilities for the purposes of providing housing for persons with mental illness and/or others served by the Milwaukee County Department of Health and Human Services (DHHS) - Behavioral Health Division (BHD). When the fund was created, the County Board also adopted specific criteria that are required for a project to be eligible to receive funds from this program. The criteria are as follows:

- **Eligible Applicants-** non-profit developers or agencies who have the capacity and experience to develop and own the housing and whose project team includes members, who have experience providing housing/services to adults living with serious and persistent mental illness. Eligible applicants may partner with an appropriate service agency to provide the services necessary to support people living with serious and persistent mental illness in permanent housing.
- **Eligible Projects-** new construction or rehabilitation projects that provide permanent housing where:
  - At least 40% of the units developed are (in accordance with applicable fair housing laws) primarily set aside for use by Behavioral Health Division consumers living with serious and persistent mental illness (as determined by Behavioral Health Division), and
  - Who are under 30% of median income

- **Eligible funding requests-** grants for any given year may not exceed 10% of the total development costs for units set aside for Behavioral Health Division consumers living with serious and persistent mental illness. The dwelling unit set aside shall be for 10 years or the term of the tax credit commitment, whichever is longer.
  - Minimum request of \$100,000
  - Maximum request of \$500,000
  
- **Eligible Activities-** project costs related to new construction, rehabilitation, acquisition of real property, clearance and demolition, removal of architectural barriers, and other activities necessary for the development of the project.
  
- **Disadvantaged Business Enterprise (DBE) participation-** in order to be considered for County funding, project developer must agree to meet or exceed County DBE requirements pertaining to construction projects.

The Department of Health and Human Services (DHHS) has submitted a report for the April cycle to the committees on Economic Development, Health and Human Needs, and Finance and Audit. The DHHS is requesting County Board approval to allocate \$100,000 from the Special Needs Housing Program (SNHP) to United Methodist Children's Services (UMCS) to partially fund the UMCS Phase III development. The development will be located at 3800 West Lisbon Avenue.

The Department of Administrative Services in accordance with Administrative Procedure 7.92 Due Diligence, has conducted a due diligence review of UMCS' request for funding from the SNHP.

### **Background**

UMCS is a nonprofit organization that has provided social, housing, and support services to low-income children and families in the Milwaukee community since 1962. They have developed a number of low-income and supportive housing developments throughout Milwaukee County.

The organization has operated a 16-unit transitional living facility for 15 years. They are located on 40<sup>th</sup> and Lisbon, where they have their administrative offices and a licensed day care with the capacity for 60 children. In 2007, the organization developed UMCS Phase I- UMCS Townhomes, which is a six-unit development for low-income families. Adjacent to this is UMCS Phase II- Washington Park Apartments, which is a 24-unit supportive housing development for families with 10 of those units designated for BHD consumers with children. This development includes community-serving space and the Family Resource Center, which includes a food pantry. In 2009, Milwaukee County provided \$277,000 from the SNHP to support this development. UMCS Phase III is the latest proposed development that would consist of 24 scattered-site units, of which 14 units will be townhomes. In addition, the development would consist of a 10-unit multifamily permanent supportive housing building with five units designated for BHD clients with one or two children.

## **Review & Analysis**

The Department of Administrative Services (DAS)- Fiscal Affairs has reviewed the project proposal from UMCS and prepared the analysis as follows:

The original request was for an allocation of \$100,000 for a 10-unit development with four units designated for BHD clients. However, this was not within the criteria which state that an organization is eligible to receive 10% of the development costs for the construction of the units designated for BHD clients, and the minimum request that is allowed is \$100,000. The total cost of the 10-unit development is \$2,169,636 and the construction of the four units is \$867,854. Based on these criteria, the organization is only eligible to receive \$86,785, which does not meet the criteria for the minimum request. DAS worked with UMCS and Housing to designate a fifth unit for BHD clients to meet the minimum request criteria. With the addition of the fifth unit for BHD clients, the total project cost for five units is \$1,084,818, which would increase the eligible grant amount for the development of the project to \$108,482.

The funding requested from Milwaukee County would only be used to support the construction of the five units designated for BHD clients. The county has received supporting documentation verifying that the organization will also receive funding from the following sources:

- \$4,031,159 in Tax Credits
- \$495,000 from the City of Milwaukee's Neighborhood Stabilization Fund
- \$750,000 in Permanent Financing from Great Lakes Capital Fund

UMCS will be the primary developer on this project with the assistance of Community Development Advocates (CDA), LLC. CDA has worked as the development consultant on several development projects to include UMCS Town Homes and Washington Park Apartments, as well as other housing developments.

Having additional housing developments that provides permanent supportive housing to BHD clients is beneficial to Milwaukee County, as it would be an increase in services for the mentally ill while allowing them to live as independently as possible.

## **Financial Impact**

The County created a Special Needs Housing Fund in its capital program in 2007. A total of \$3,000,000 has been allocated to the Fund since its inception: \$1,000,000 in 2007 and \$2,000,000 in 2009, for approved supportive housing development projects. There is approximately \$372,000 remaining in this fund.

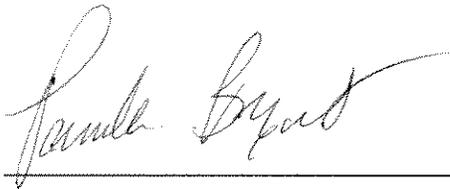
The County is currently paying approximately \$425,000 annually through 2017 to retire the loan from the State Trust Fund Loan Program. The annual amount decreases to \$278,000 each year for

the two remaining years 2018 and 2019. Approval of the grant request from UMCS for \$100,000 will reduce the amount remaining in the SNHF to \$272,000.

**Recommendation**

The DAS is recommending approval of the \$100,000 grant to UMCS for the UMCS PHASE III development with the following conditions:

1. Development agreement includes language that specifies that five of the 10 units constructed would house BHD clients.
2. UMCS will provide an annual report to the County relating to the number of BHD clients living in UMCS Phase III.
3. Development agreement includes language that specifies that if for some reason the building or land is sold, the County will recover 10% of the sale proceeds or \$100,000, whichever is greater.



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Pamela Bryant, Capital Finance Manager

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**(ITEM NO. ) : The Department of Administrative Services is recommending approval of the attached resolution for a \$100,000 grant from the County’s Special Needs Housing Program (SNHP) for United Methodist Children Services’ (UMCS) UMCS Phase III project to provide five permanent supportive housing units for Milwaukee County Behavioral Health clients.**

A RESOLUTION

WHEREAS, the County Board adopted Resolution 07-74 which approved criteria for the allocation of budgeted appropriations for housing for persons with mental illness; and

WHEREAS, UMCS has requested a grant of \$100,000 from the County’s SNHP, for the UMCS Phase III project, that would provide five permanent supportive housing units for Milwaukee County behavioral health clients; and

WHEREAS, the Department of Administrative Services prepared a due diligence report based on the requirements in Section 7.92 of the Administrative Procedures; and

WHEREAS, based on the criteria approved in 2007 in Resolution 07-74 the UMCS Phase III project would qualify for \$100,000 from the County’s SNHP; NOW THEREFORE,

BE IT RESOLVED, that the Interim Director, DHHS or designee is authorized to negotiate and execute an agreement with the developer which ensures compliance with the terms and conditions governing the use of funds from the County’s SNHP and which accomplishes such other objectives as will best serve the county and the housing needs of our behavioral health system’s consumers, and be it

FURTHER RESOLVED, that based on the requirements set forth in Resolution 07-74, UMCS receives a grant of \$100,000 for the UMCS Phase III project contingent on the following:

- Development agreement includes language that specifies that five units would house BHD clients.
- UMCS will provide an annual report to the County relating to the number of BHD clients living at UMCS Phase III.
- Development agreement includes language that specifies that if for some reason the building or land is sold, the County will recover 10% of the sale proceeds or \$100,000, whichever is more; and be it

FURTHER RESOVLED, that if for any reason UMCS is unable to obtain the funding for the total project costs, including fees and other charges, the \$100,000 grant from the SNHP will be returned to Milwaukee County.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 3/24/11

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From the Interim Director, Department of Health & Human Services, Requesting County Board Approval to Allocate \$100,000 of Financing from the County Special Needs Housing Trust Fund to United Methodist Children’s Services for the Supportive Housing Development to be Known as UMCS Phase III

**FISCAL EFFECT:**

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|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required   | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency’s Budget  | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency’s Budget  |  |
| <input type="checkbox"/> Decrease Operating Expenditures  | <input type="checkbox"/> Use of contingent funds       |
| <input checked="" type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues  |  |

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	100,000	0
	Revenue	100,000	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
  - A. The Interim Director, Department of Health and Human Services, is requesting County Board approval to allocate \$100,000 of financing from the County's Allocation of State Trust fund dollars to UMCS for the Supportive Housing Development to be known as UMCS Phase III.

This project will be a continuation of Washington Park Apartments, a supportive housing development previously funded by the Housing Trust Fund. This development set aside ten units for Behavioral Health Division consumers.

- B. This expenditure of \$100,000 is 100% offset by revenue from the County's allocation of State Trust Fund dollars.
- C. There is no tax levy impact associated with the approval of this request.
- D. No assumptions are made.

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<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By James Mathy, Housing Division

Authorized Signature *Leri A. Syday*

Did DAS-Fiscal Staff Review?  Yes  No

**DATE:** March 24, 2011

**TO:** Supervisor Lee Holloway, Chairman - Milwaukee County Board

**FROM:** Geri Lyday, Interim Director – Department of Health & Human Services  
*Prepared by: James Mathy, Special Needs Housing Manager – Housing Division*

**SUBJECT:** **From the Interim Director, Department of Health & Human Services, Requesting County Board Approval to Allocate \$100,000 of Financing from the County Special Needs Housing Trust Fund to United Methodist Children’s Services for the Supportive Housing Development to be Known as UMCS Phase III**

**Issue**

The Interim Director, Department of Health & Human Services (DHHS), requests County Board approval for an allocation of \$100,000 from the Fund to United Methodist Children’s Services (UMCS) for the partial financing of the supportive housing development to be known as UMCS Phase III. County Board approval is required for expenditures of funds from the Special Needs County Housing Trust Fund (CHTF).

**Background**

In February of 2007, the County Executive proposed, and the County Board approved, creation of a Special Needs County Housing Trust Fund (CHTF) to provide partial financing for the development of supportive housing in Milwaukee County. The fund is currently financed through low-interest loans from the State of Wisconsin Trust Funds Loan Program.

UMCS Phase III is a supportive housing development project of the United Methodist Children’s Services (UMCS) of Wisconsin with the development assistance of Community Development Advocates. The project, in its entirety, will be comprised of 24 scattered site units of decent, safe, affordable and permanent housing for families.

As part of the development, UMCS will be constructing a ten-unit, multi-family apartment building that will provide permanent supportive housing. UMCS will be setting aside five of the ten units (50%) for Milwaukee County Behavioral Health Division consumers. Two-bedroom supported apartments are in extremely short supply, and County gap financing of this project helps to address an especially critical need for supportive housing.

This development is Phase 3 of UMCS’s overall housing development. Phase 2 included Washington Park Apartments, a 24-unit supportive housing development for families. Ten of those units were set aside for BHD consumers and their children. This development has been very successful in meeting the needs of these individuals and the units have been at 100% occupan-

cy. Washington Park Apartments also had been previously awarded Milwaukee County Housing Trust Fund dollars.

UMCS will also be the provider of supportive services for this project. In addition to its housing development experience, UMCS has been providing a variety of social, housing and other support services to children and families since 1962. Its Transitional Living Program provides safe, affordable housing, on-site social services and childcare, with a comprehensive program designed to enable low-income, single parent families to become economically self-sufficient.

Community Development Advocates, LLC (CDA), located at 2212 N. Martin Luther King, Jr. Drive, has extensive experience both in directly developing and in assisting several non-profit organizations in developing affordable housing in the community. CDA served as a development consultant on the United House, Prairie Apartments, and Washington Park Apartments projects mentioned above.

**Project Name:** UMCS Phase III

**Location:** 3800 W. Lisbon Ave.

**Service Provider:** UMCS

**Number of Units:** 24 scattered site units

**Total Project Cost:** \$5,337,071 for all units. \$2,169,636 for the 10 unit supportive housing multi-family building

**Tax Credits:** \$4,031,159 (awarded previously)

**CHTF (County) Contribution:** \$100,000 (recommended)

**Other Assistance:**

- Five County Project-Based rent assistance vouchers.
- Developer has applied for City of Milwaukee Neighborhood Stabilization Program funds.

All zoning requirements have been through the City of Milwaukee and occupancy is expected in June 2012.

### **Recommendation**

It is recommended that the County Board of Supervisors approve an allocation of \$100,000 from the County Housing Trust Fund to UMCS to support development of this project. The actual allocation of funds from the CHTF will occur only when the developer provides evidence to

the county indicating that it has obtained all other commitments of financial resources for the project.

It is recommended that the County Board of Supervisors authorize the Interim Director, Department of Health and Human Services, or designee, to negotiate and execute an agreement with the developer to ensure compliance with the terms and conditions governing the use of trust fund monies and to accomplish such other objectives as will best serve the county and its clients.

**Fiscal Effect**

Sufficient funding authorization exists to provide the recommended amount of CHTF funds. Loan repayment, which is the interest paid back annually to the State to access the Trust Fund dollars, is included in the County's annual budgeted debt service schedule.

A handwritten signature in black ink that reads "Geri Lyday". The signature is written in a cursive style and is positioned above a horizontal line.

\_\_\_\_\_  
Geri Lyday, Interim Director  
Department of Health and Human Services

cc: Marvin Pratt, Interim County Executive  
Terrence Cooley, Chief of Staff – County Board  
John Ruggini, Interim Fiscal & Budget Administrator  
Anionette Thomas-Bailey, Analyst -DAS  
Jennifer Collins – County Board Staff  
Jodi Mapp – Committee Clerk

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4 (ITEM) From the Interim Director, Department of Health & Human Services, Requesting County  
5 Board Approval to Allocate \$100,000 of Financing from the County Special Needs Housing Trust  
6 Fund to United Methodist Children's Services for the Supportive Housing Development to be  
7 Known as UMCS Phase III  
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9 A RESOLUTION

10  
11 WHEREAS, the County Board adopted Resolution 07-74 which approved criteria for the  
12 allocation of budgeted appropriations for housing for persons with mental illness; and  
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15 UMCS Phase III project, that would provide five permanent supportive housing units for  
16 Milwaukee County behavioral health clients; and  
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36 BHD clients living at UMCS Phase III.
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39 proceeds or \$100,000, whichever is more; and be it  
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42 total project costs, including fees and other charges, the \$100,000 grant from the SNHP will be  
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**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 3/24/11

Original Fiscal Note

Substitute Fiscal Note

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**FISCAL EFFECT:**

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|---|--|
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	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	100,000	0
	Revenue	100,000	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

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  - A. The Interim Director, Department of Health and Human Services, is requesting County Board approval to allocate \$100,000 of financing from the County's Allocation of State Trust fund dollars to UMCS for the Supportive Housing Development to be known as UMCS Phase III.

This project will be a continuation of Washington Park Apartments, a supportive housing development previously funded by the Housing Trust Fund. This development set aside ten units for Behavioral Health Division consumers.

- B. This expenditure of \$100,000 is 100% offset by revenue from the County's allocation of State Trust Fund dollars.
- C. There is no tax levy impact associated with the approval of this request.
- D. No assumptions are made.

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<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By James Mathy, Housing Division

Authorized Signature *Leri A. Syday*

Did DAS-Fiscal Staff Review?  Yes  No

COUNTY OF MILWAUKEE  
INTER-OFFICE COMMUNICATION

DATE: March 28, 2011  
TO: Committee on Economic and Community Development  
FROM: Craig C. Dillmann, Manager, Real Estate Services  
SUBJECT: Status of 2011 excess property sales (INFORMATION ONLY)

The Real Estate Services Division of the Department of Transportation and Public Works reports to the Committee on a monthly basis the status of excess property sales. Attached is the monthly report for period ending March 31, 2011.



Craig C. Dillmann, Manager  
Real Estate Services

Meeting Date: April 11, 2011

cc. Marvin Pratt, County Executive  
Lee Holloway, County Board Chairman  
Jack Takerian, Director of Transportation and Public Works

**REAL ESTATE SERVICES DIVISION**

EXCESS LAND SALES STATUS REPORT

Period ending March 31, 2011

**CLOSED PROPERTY – UWM, INNOVATION PARK, LLC**

Property	Committee Date	Closed	Net Proceeds
NE Quadrant County Grounds	May 11, 2009	February 15, 2011	\$ 5,000,000.00 <sup>1</sup>

**CLOSED PROPERTIES – REAL ESTATE SALES REVENUE**

Property	Committee Date	Closed	Net Proceeds
<b>2011 Budget</b>			<b>\$ 400,000.00</b>

**PENDING PROPERTY CLOSINGS**

Property	Committee Date	Pending Closing	Sale Proceeds
Block 6E, Park East Development	April 3, 2006	3 <sup>rd</sup> quarter 2011	\$ 406,000.00 <sup>2</sup>
4812 South 39 <sup>th</sup> Street, Greenfield	January 24, 2011	2 <sup>nd</sup> quarter 2011	\$ 78,900.00
4500 North Lake Drive, Shorewood	March 7, 2011	2 <sup>nd</sup> quarter 2011	\$ 861,000.00
<b>TOTAL</b>			<b>\$ 1,345,900.00</b>

**GENERAL PROPERTY STATUS**

Property	Committee Date	Status	Asking Price
3231 South 122 <sup>nd</sup> Street, West Allis		Available for sale	\$ 189,900.00
5414-22 South Packard Avenue, Cudahy		Available for sale	\$ 35,000.00
5478 South Packard, Cudahy	Presenting offer	Available for sale	\$ 19,900.00
3618 East Grange, Cudahy		Available for sale	\$ 4,900.00
3749 East Squire, Cudahy		Available for sale	\$ 25,000.00
8450 West Beatrice Ct., Milwaukee		Available for sale	\$ 375,000.00 <sup>3</sup>
3672 East Lunham Avenue, St. Francis		Available for sale	\$ 69,900.00
3802 East Cudahy Avenue, Cudahy		Available for sale	\$ 38,900.00
1904 S. 94 <sup>th</sup> Street, West Allis		Available for sale	\$ 14,900.00

1. First installment payment of the \$13,550,000 sales price. See attached comments for full payment schedule.

2. County's share of \$ 700,000 sales price.

3. Net proceeds to Federal Transportation Administration

**REAL ESTATE SERVICES DIVISION**

**SUMMARY DETAIL OF PENDING PROPERTY CLOSINGS**

<b>PROPERTY</b>	<b>BUYER</b>	<b>CLOSING</b>	<b>COMMENTS</b>
Block 6E, Park East	Rainier Properties II, LLC	3 <sup>rd</sup> quarter 2011	Option extension granted until June 30, 2011. If Buyer exercises option closing to occur within 30 days.
4812 South 39 <sup>th</sup> Street	Pauline Steinke	2 <sup>nd</sup> quarter 2011	Closing date per contract is on or before April 30, 2011
4500 North Lake Drive	Smith Joint Revocable Trust	2 <sup>nd</sup> quarter 2011	Closing date per contract is on or before April 29, 2011
NE Quadrant County Grounds	UWM, Innovation Park, LLC	February 15 2011	<p>Initial \$5 million paid at closing.</p> <p>County Board extended each of the purchase price installment payment dates after closing by twenty-four (24) months as follows:</p> <ul style="list-style-type: none"> <li>• Second \$5 million payable on February 15, 2014</li> <li>• \$887,500 payable on February 15, 2015</li> <li>• \$887,500 payable on February 15, 2016</li> <li>• \$887,500 payable on February 15, 2017</li> <li>• \$887,500 payable on February 15, 2018</li> </ul>

INTER-OFFICE COMMUNICATION

DATE: April 5, 2011

TO: Supervisor Theo Lipscomb, Vice Chairperson  
Committee on Economic & Community Development

FROM: Craig C. Dillmann, Manager, Real Estate Services

SUBJECT: Offer to purchase on County-owned vacant land located at 5478 South Packard Avenue, Cudahy, Wisconsin.

POLICY ISSUE:

County Board Resolution File No. 11-14 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

BACKGROUND:

The Real Estate Division of the Department of Transportation and Public Works received an Offer to Purchase on vacant land located at 5478 South Packard Avenue in the City of Cudahy. A copy of the offer as well as an exhibit depicting the location of the property is attached.

The subject property measures 40' X 120', contains 4,800 square feet of land area and is zoned B-2 for business development. The property has been declared excess to County needs and made available for sale.

An appraisal of the property by an independent appraiser estimated the fair market value of the property to be \$19,200.

The cash offer is from Patrick Wiita in the amount of \$18,000 cash. The offer is contingent upon Mr. Wiita obtaining an appraisal, at his expense, that indicates the value of the property is at least \$18,000.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board of Supervisors acceptance of the above-described offer from Patrick Wiita in the amount of \$18,000.

FISCAL NOTE:

Sale proceeds less expenses will be deposited in the Sale of Capital Assets Account 5804-4905.

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Craig C. Dillmann, Manager  
Real Estate Services

Meeting Date: April 11, 2011  
Attachments

cc: Marvin Pratt, County Executive  
Supervisor Patricia Jursik, District 8



59 A "condition affecting the Property or transaction" is defined as follows: [page 2 of 5, WB-13]  
60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;  
62 (b) completed or pending reassessment of the Property for property tax purposes;  
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;  
64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;  
65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;  
66 (f) conditions constituting a significant health or safety hazard for occupants of Property;  
67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**  
70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;  
71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;  
72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;  
74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;  
76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;  
77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;  
78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;  
81 (o) a lack of legal vehicular access to the Property from public roads;  
82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)  
83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.  
85 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**  
89 **ISSUES RELATED TO PROPERTY DEVELOPMENT; WARNING:** If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.  
98 **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections  
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection  
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original  
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation  
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,  
103 which are hereby authorized.  
104 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.  
111 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.  
114 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or  
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior  
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.  
122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**  
125 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

131 **PROPERTY ADDRESS:** 5478 S. Packard Ave., Cudahy, WI 53110 [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: None  
136 Other \_\_\_\_\_ . If "Time is of the Essence"

137 applies 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 or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

138 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific 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 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 midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a CASH OFFER

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.

158  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

159  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

176 **ADDITIONAL PROVISIONS/CONTINGENCIES** Job Loss Protection: Seller (stratt) (shall not) **STRIKE ONE** (shall not if neither is struck) provide buyer with a Job Loss Protection Program which includes coverage for the first 24 months of Buyer's loan and will pay up to 6 monthly mortgage payments (Maximum of \$1,800 PITI per month). The cost of the program, paid by seller, shall be \$595. The protection plan will be ordered by the (listing) (selling) broker **STRIKE ONE** (selling broker if neither is struck).

183 Buyer is responsible for any and all costs associated with the extension and hookup of all utilities including cable, electric, gas, sewer and water laterals. Buyer is responsible for obtaining any environmental testing, if desired, at Buyer's cost. Buyer shall not hold Seller liable for any environmental contamination found on property. Acceptance of this offer and sale of property is subject to the approval of the Milwaukee County Board of Supervisors and the County Executive. Buyer, at Buyer's expense may obtain an appraisal which will value the property at \$18,000 or more or this offer is null and void & earnest returned.

188  **ADDENDA:** The attached Addenda A & S \_\_\_\_\_ is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and None Other \_\_\_\_\_

194 \_\_\_\_\_  
195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**  
 200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**  
 207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
 212 not extinguish Seller's obligations to give merchantable title to Buyer.  
 213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).  
 219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of  
 221 the Parties to this Offer and their successors in interest.  
 222 **DEFAULT**  
 223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
 225 other legal remedies.  
 226 If Buyer defaults, Seller may:  
 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return  
 229 the earnest money and have the option to sue for actual damages.  
 230 If Seller defaults, Buyer may:  
 231 (1) sue for specific performance; or  
 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.  
 233 In addition, the Parties may seek any other remedies available in law or equity.  
 234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
 237 covered by the arbitration agreement.  
 238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**  
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**  
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**  
 242 **EARNEST MONEY**  
 243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.  
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**  
 247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money; (1) as directed by  
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.  
 257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**  
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**  
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**  
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

(page 6 of 6, WG-13)

268 PROPERTY ADDRESS: 5478 S. Packard Ave., Cadash, WI 53110  
269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271-314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 N/A PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: \_\_\_\_\_  
272 This Offer is contingent upon Buyer obtaining the following:

273  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsol  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property, e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed  
286 development: \_\_\_\_\_

287  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293 N/A MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost  
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 N/A INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement.  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 3/17/2011 (date) by (Licensee and Firm) Garrett Walker, Shorewest Realtors

316  Buyer's Signature & Print Name Here: Patrick R. Witz Social Security No. or FEN # \_\_\_\_\_ Date # 03-19-2011

317  Buyer's Signature & Print Name Here: \_\_\_\_\_ Social Security No. or FEN # \_\_\_\_\_ Date # \_\_\_\_\_

318  EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)  
319 WILWAUKEE COUNTY Broker (By) \_\_\_\_\_

320 SELLER ACCEPTS THIS OFFER, THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND  
321 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH  
322 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

323  Seller's Signature & Print Name Here: \_\_\_\_\_ Social Security No. or FEN # \_\_\_\_\_ Date # \_\_\_\_\_

324  Seller's Signature & Print Name Here: \_\_\_\_\_ Social Security No. or FEN # \_\_\_\_\_ Date # \_\_\_\_\_

325 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
326 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED (See attached counter) \_\_\_\_\_  
327 \_\_\_\_\_ Date # \_\_\_\_\_

**ADDENDUM A TO OFFER TO PURCHASE**

Page 1 of 4

1 This Addendum is made part of the Offer to Purchase dated 3/19/11 ("Offer") made by Patrick Witt  
 2 \_\_\_\_\_ ("Buyer") with respect to the Property at  
 3 5478 S. Packard Ave., Cudahy \_\_\_\_\_, Wisconsin (Property).  
 4 **OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 6 - 38 AND LINES 185 - 198 ARE A PART OF THIS ADDENDUM IF MARKED,**  
 5 **SUCH AS WITH AN "X." THEY ARE NOT PART IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 74-76).**  
 6  **N/A TESTING CONTINGENCY:** Broker recommends that Buyer have the Property tested for all conditions that Buyer considers material to  
 7 the transaction. This Offer is contingent upon Buyer obtaining a current written report from a qualified independent expert documenting the  
 8 results of the following tests which shall be done pursuant to applicable industry/government testing protocols (*Note: insert tests to be performed,*  
 9 *e.g. asbestos, mold, lead-based paint, radon, or other substances or conditions which may affect the health of occupants or the value or*  
 10 *structure of the Property*): \_\_\_\_\_  
 11 \_\_\_\_\_ within \_\_\_\_\_ days (*15 days if left blank*) of  
 12 acceptance, at (Buyer's)(Seller's)  **STRIKE ONE** expense (*Buyer if neither is struck*). Seller (shall)(shall not)  **STRIKE ONE** have the  
 13 right to cure. (*Seller shall have a right to cure if no choice is indicated.*) See right to cure lines 39-50.  
 14  **N/A WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later  
 15 than \_\_\_\_\_ days (*15 if left blank*) before closing, a report dated no earlier than 30 days before the date set for closing from a state-approved or  
 16 other qualified lab which indicates that the well(s) is/are supplying water which is within the levels established by federal or state laws regulating  
 17 public water systems for safe human consumption for the following substances: bacteria (of the Coliform group) and \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_ (*Note: if desired insert other*  
 20 *substances which may affect the safety of drinking water such as: nitrates, lead, etc.*) (Buyer)(Seller)  **STRIKE ONE** (*Seller if neither is*  
 21 *struck*) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the  
 22 other Party and listing and selling broker(s), if any. All water samples used for testing shall be taken by a licensed plumber or other independent,  
 23 qualified person. Seller (shall)(shall not)  **STRIKE ONE** have the right to cure. (*Seller shall have a right to cure if no choice is indicated.*)  
 24 See lines 39-50 regarding right to cure. (*See DNR Web site: <http://www.dnr.state.wi.us/org/water/dwg/prweltp.htm> for testing guidelines.*)  
 25  **N/A WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (*see lines*  
 26 *51-55 regarding shared well agreements, see lines 77-79 regarding abandoned wells*) this Offer is contingent upon Buyer receiving no later  
 27 than \_\_\_\_\_ days (*15 if left blank*) before closing a report(s) dated no earlier than 30 days before the date set for closing from a licensed pump  
 28 installer or a licensed well driller competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the  
 29 code in effect at the time they were installed and are not disapproved for current use. (Buyer)(Seller)  **STRIKE ONE** (*Seller if neither is*  
 30 *struck*) shall be responsible for obtaining the report(s), including all costs. Seller (shall)(shall not)  **STRIKE ONE** have the right to cure.  
 31 (*Seller shall have a right to cure if no choice is indicated.*) See lines 39-50 regarding right to cure.  
 32  **N/A PRIVATE SANITARY SYSTEM INSPECTION CONTINGENCY:** If the Property is served by a private sanitary system this Offer is  
 33 contingent upon Buyer receiving no later than \_\_\_\_\_ days before closing (*15 if left blank*) a report dated no earlier than \_\_\_\_\_ days before the date  
 34 set for closing (*30 if left blank*) from a county sanitarian, licensed master plumber, licensed master plumber-restricted sewer, licensed plumber  
 35 designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which indicates that the private  
 36 sanitary system is not disapproved for current use. (Buyer)(Seller)  **STRIKE ONE** (*Seller if neither is struck*) shall be responsible for obtaining  
 37 the report, including all costs other than pumping costs. The private sanitary system is to be pumped at time of inspection at Seller's expense.  
 38 Seller (shall)(shall not)  **STRIKE ONE** have the right to cure. (*Seller shall have a right to cure if no choice is indicated.*) See lines 39-50.  
 39 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 6, 14, 25 & 32**  
 40 Each contingency selected above (testing, well water, well system or private sanitary system) shall be deemed satisfied unless Buyer, within  
 41 five days of the earlier of: 1) Buyer's receipt of the applicable testing, water, well or sanitary system reports(s) or 2) the deadline for delivery of  
 42 said report(s), delivers to Seller, and listing broker if Property is listed, a copy of the report(s) and a written notice identifying the defect(s) to  
 43 which Buyer objects. If Seller was granted the right to cure in a contingency above Seller may satisfy the contingency by (1) delivering a written  
 44 notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the defects in a  
 45 good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within three days prior to closing. This Offer  
 46 shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have the  
 47 right to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver the  
 48 written notice of election to cure. For the purposes of this contingency, Defect is defined per the offer to purchase. Cures of defects in private  
 49 sanitary systems may be accomplished only by repairing the current private sanitary system or by replacing the current private sanitary system  
 50 with the same type of system which meets the applicable standard stated above, unless otherwise agreed to in writing  
 51  **SHARED WELL AGREEMENT:** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense,  
 52 provide Buyer with a copy of a shared well agreement which provides standards for operation, maintenance and use of the shared well for  
 53 residential purposes no later than fifteen (15) days before closing. Unless this sentence is struck the agreement shall provide for the prorata  
 54 cost sharing for all parcels included in the agreement. If the agreement has not already been recorded, it shall be provided in recordable form,  
 55 with recording fees to be Seller's expense at closing.  
 56  **CODE COMPLIANCE/OCCUPANCY:** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include  
 57 rental Certificate of Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete:  
 58  **CHECK A or B** (*If neither is checked B is deemed checked*)  
 59  **N/A** A. All work orders required to obtain the above Certificate of Code Compliance or Occupancy Permit.  
 60  B. The total of all work orders not to exceed \$ \_\_\_\_\_ (*\$400 if left blank*). **Buyer shall pay the balance of the**

61 costs of the work orders unless Buyer delivers written notice to Seller of Buyer's refusal within 7 days of Seller's delivery of the  
 62 work orders to Buyer. Within three days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of  
 63 Seller's election to declare the Offer null and void. If Seller does not timely deliver the notice to Buyer, Seller shall pay the balance  
 64 of the total costs of the work orders. NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance  
 65 certificate for all residential units. *Regardless of the municipality in which the Property is located Buyer and Seller agree to contact*  
 66 *local municipal officials regarding their obligations under applicable code compliance/registration ordinances.*

67 ■ **RENTAL PROPERTY ORDINANCES:** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain  
 68 a Certificate of Exterior Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner  
 69 occupied dwellings in some areas) to notify the Building Inspector of a change of ownership within 15 days of a closing. Buyer must file  
 70 a Property Recording Application and pay a fee to the City. Seller must file a Seller Notification Form or provide notice by telephone at  
 71 (414) 286-8569. Penalties exist for non-compliance.

72 ■ **CITY LETTERS:** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or  
 73 outstanding special assessments and balances due for municipal utilities.

74 ■ **INCLUSION OF OPTIONAL PROVISIONS:** For optional provisions in the Offer (and any addenda) which require a box to be checked which  
 75 have not been marked n/a or struck in its entirety, if any blank within any part of the optional provision has been filled in (by handwriting or  
 76 by typing), then it shall be as if the appropriate box was also checked thus including said optional provision within the Offer.

77 ■ **ABANDONED WELLS:** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and  
 78 provide Buyer with documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the  
 79 well has been previously closed in compliance with the applicable codes in effect at the time of closure.

80 ■ **AREA CONDITIONS:** Properties are affected by existing and proposed conditions and services in the area surrounding the property.  
 81 Existing and future residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water  
 82 or other public utility construction, area wide reassessments and/or airport expansion may affect the Property. Buyer is aware that properties  
 83 near airports, highways, industrial developments, farms, etc. may be affected by noise or odors. Buyer is aware that major public works  
 84 projects such as sewer construction or water treatment facility development have been reported in the media and may increase future real  
 85 estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed Seller's and  
 86 brokers' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated  
 87 future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with  
 88 current and proposed area conditions.

89 ■ **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Real estate agents may furnish a list of independent inspectors/testers to the  
 90 Parties. Unless provided in writing no representations have been made as to the competency of the inspectors/testers. The Party designated  
 91 as responsible for obtaining an inspection/test shall be solely responsible for determining the qualifications of the inspector/tester. In the  
 92 event any inspection or test is ordered on behalf of the Parties by a broker in the transaction, the Parties agree to hold the broker harmless  
 93 for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.  
 94 Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should carefully review  
 95 these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the  
 96 individual preparing the report. **It is recommended that Buyer have the Property inspected by a professional inspector or other**  
 97 **qualified independent inspector.**

98 ■ **PROPERTY CONDITIONS:** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-  
 99 based paint, lead in drinking water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies  
 100 can cause serious health hazards. Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property  
 101 does not contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances  
 102 or chemicals. A number of communities report that elevated levels of radium may be present in the municipal water supply. Buyer agrees to  
 103 obtain expert independent third party inspections and tests to determine if any material property conditions/defects exist on the Property.  
 104 **Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed.** Past flooding, water  
 105 leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence  
 106 of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property  
 107 for unsafe mold levels. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any  
 108 factors material to the Property or the transaction. Buyer acknowledges that in purchasing this Property the Buyer has relied on Buyer's  
 109 independent inspection and analysis of the Property and upon the statements, disclosures and representations contained in this Offer. In any  
 110 Seller's disclosure report, and in any other written statements provided to Buyer, Buyer further acknowledges that neither Seller nor any real  
 111 estate agents involved in this transaction have made any representations concerning the Property or the transaction other than those stated  
 112 in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate agent made any  
 113 statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by  
 114 reference, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered  
 115 to verify the accuracy of any of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the  
 116 request is specifically set forth in this Offer.

117 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** If Seller has notice or knowledge of an underground storage  
 118 tank or basement or above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer  
 119 written confirmation that the tank, related components and procedures relating to upgrading and/or closure are in full compliance with

120 all federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's closure report and  
 121 any required Wisconsin Department of Commerce ("DCOMM") registration. It is Buyer's sole responsibility to re-register in his or her  
 122 name any underground storage tanks remaining in use upon the Property after close of sale and to comply with applicable DCOMM  
 123 operating requirements (Contact DCOMM at 414-371-5670). **NOTE: REMOVAL OF MOST RESIDENTIAL BASEMENT FUEL OIL TANKS IS NOT**  
 124 **REQUIRED UNDER STATE LAW.**

125 ■ **SURVEY:** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible  
 126 encroachments have not been verified and broker recommends that Buyer investigate those items by obtaining a current survey.

127 ■ **FLOOD PLAINS/WETLANDS:** Buyer is aware that the flood plain and wetland maps referred to in the Offer lack detail, are difficult to  
 128 interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials  
 129 to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase.

130 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY:** Municipal zoning and  
 131 building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by  
 132 influencing future development in the municipality. Buyer is informed that many properties are considered legal non-conforming properties  
 133 which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect  
 134 Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is  
 135 considered legal non-conforming). If this Property is damaged in an amount of 50% or more of the assessed value, the governing  
 136 community may restrict or prohibit the reconstruction without a zoning or use variance. Buyer is encouraged to contact the appropriate  
 137 municipal authorities regarding existing zoning and building restrictions and possible comprehensive plans, if these issues are material  
 138 to Buyer's decision to purchase. Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's  
 139 homeowner's insurance for protection.

140 ■ **SANITARY DISTRICT SEWER CONSTRUCTION:** Buyer is informed that the Property may be located within an established sanitary  
 141 district. Buyer may be subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related  
 142 costs. Buyer is encouraged to contact officials of the sanitary district to inquire about such costs.

143 ■ **ACTUAL RECEIPT DEFINITION:** "Actual receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered  
 144 to the Party (NOTE: Delivery may be made by either listing or selling broker); (2) at 5:00 p.m. on the day the Party signs for delivery of the  
 145 notice by (a) certified mail, return receipt requested or by (b) commercial delivery service which receives the signature of Party on delivery;  
 146 or (3) at any other time the Party acknowledges in writing that they have received the notice.

147 ■ **INSURANCE PROVISIONS:**

148 **Building Materials/Insurability:** News Media and other public information indicate that certain building materials, such as synthetic stucco  
 149 and wood composite exterior house siding, have been associated with moisture/mold related problems. The presence of these materials  
 150 may affect the health of occupants, the life expectancy of the building and the insurability of the Property. The claims history of the Property  
 151 and the condition of the Property may increase homeowner's insurance premiums or make the Property uninsurable (other than the  
 152 Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance company access to the Property for inspection  
 153 purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large dogs), etc. may also  
 154 increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin  
 155 Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage  
 156 promptly to ensure that insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not  
 157 experts with respect to construction techniques, building materials or homeowner's insurance and the parties agree to consult and rely on  
 158 the opinions of appropriate experts.

159 **ELECTRIC SERVICE:** Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service  
 160 uses fuses or is less than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded  
 161 to no less than a 100 amp circuit breaker service and may require that any tube or aluminum wiring be replaced with wiring  
 162 consistent with current code.

163 ■ **FINANCING ISSUES:**

164 **Financing Contingency — Additional Terms:** The financing contingency in the Offer includes the following terms:

165 **A.** Within ten (10) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing,  
 166 paid the required fees for processing such application and is preapproved for financing. Said preapproval shall not be contingent upon  
 167 income or credit verification and shall not be considered a commitment satisfying the financing contingency in the Offer. Seller may, no earlier  
 168 than ten (10) days after acceptance, deliver a written request for copies of said confirmation and preapproval. Buyer shall deliver written  
 169 evidence of said confirmation and preapproval no later than five (5) days after Seller's delivery of the written request or Seller may, at  
 170 Seller's option declare this Offer to be null and void.

171 **B.** Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be  
 172 additional cost for the first year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood  
 173 insurance, if required, may be in addition to the stated monthly payment.

174 **C.** A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the  
 175 Wisconsin Department of Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is  
 176 contingent on the closing of other property.

Property address: 5478 S. Packard Ave., Cudahy

177 D. Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing.  
 178 Buyer is advised to determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

179 **WAIVER OF FINANCING CONTINGENCY:** If buyer waives the financing contingency and, within 5 day(s) of the delivery of the  
 180 notice of the waiver of financing contingency, delivers written evidence of adequate funds sufficient to close the transaction, as required by  
 181 the offer to purchase, Seller agrees to waive Seller's rights under the financing contingency.

182 **Federal VA and FHA Mortgage:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, It is also contingent upon the  
 183 Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails  
 184 to appraise for the purchase price. Seller also agrees to pay lender at time of closing a tax service fee not to exceed \$100.00.

185  **Federal VA Mortgage:** (Buyer)(Seller)  **STRIKE ONE** (Seller if neither is struck) agrees to pay the entire funding fee not to exceed  
 186 \_\_\_\_\_% (0% if not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all  
 187 other costs of securing financing.

188  **State VA Mortgage:** (Buyer)(Seller)  **STRIKE ONE** (Seller if neither is struck) agrees to pay the loan origination fee not to exceed  
 189 \_\_\_\_\_% (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

190  **Seller's Contribution:** Seller shall give Buyer a loan cost credit at closing in the amount of \$\_\_\_\_\_ (Zero if left blank)  
 191 to assist Buyer in purchasing the Property. This is exclusive of any loan fees listed on the offer to purchase.

192 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**  
 193  **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a  
 194 term of one year provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$\_\_\_\_\_.

195 The cost of the warranty will be paid by the (Seller)(Buyer)  **STRIKE ONE** (Seller if neither is struck) at closing. The warranty plan will be  
 196 ordered by the (listing)(selling)  **STRIKE ONE** broker (listing broker if neither is struck) Buyer is advised that a home inspection may detect  
 197 pre-existing conditions which may not be covered under the warranty plan.

198  **ASSOCIATION FEE:** Buyer acknowledges the (monthly, quarterly, annual)  **STRIKE TWO** association fee of \$\_\_\_\_\_ (\$0 if blank).

199 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is a "x" in the box in front  
 200 of the "Addendum Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

	Addendum Topic	Label	Addendum Topic	Label
201	<input checked="" type="checkbox"/>	LEAD BASED PAINT	<input type="checkbox"/>	Alternate Financing — "Bridge Loan" and "Second Mortgage"
202	<input type="checkbox"/>	OCCUPANCY	<input type="checkbox"/>	
203	<input type="checkbox"/>	RENTAL PROPERTY	<input type="checkbox"/>	
204				

205 **ADDITIONAL CONTINGENCY:** This Offer is Contingent upon \_\_\_\_\_  
 206 \_\_\_\_\_  
 207 \_\_\_\_\_ on or before \_\_\_\_\_ in the event \_\_\_\_\_  
 208 \_\_\_\_\_

209 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the above stated date. Should  
 210 Buyer fail to so notify Seller, Buyer shall be deemed to have waived this contingency.

211 **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
 212 \_\_\_\_\_  
 213 \_\_\_\_\_  
 214 \_\_\_\_\_  
 215 \_\_\_\_\_  
 216 \_\_\_\_\_  
 217 \_\_\_\_\_  
 218 \_\_\_\_\_  
 219 \_\_\_\_\_  
 220 \_\_\_\_\_  
 221 \_\_\_\_\_  
 222 \_\_\_\_\_

223 **CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer to Purchase or any other  
 224 addenda to this Offer to Purchase, the provisions of this Addendum shall prevail.

225 **READING/ACKNOWLEDGMENT:** By initialing below, each Party acknowledges receipt of a copy of this addendum and that he  
 226 or she has read all four pages carefully and all of the Offer, addenda and any other documents incorporated into the Offer. Seller's  
 227 initials shall not constitute the acceptance or other disposition of the Offer.

228 **ADDENDUM PROVISIONS:** Buyer and Seller are advised that this Addendum contains standard provisions which are not appropriate in all  
 229 transactions. No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. Buyer and  
 230 Seller are encouraged to consult with their own legal counsel regarding the provisions of this Addendum.

231  PLW 03-19-2011 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
 232 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

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Madison, WI 53718

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**SUPPLEMENT TO ADDENDUM A TO OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated 3/19/11 ("Offer") made by Patrick Wilts  
2 ("Buyer") with respect to the Property located at \_\_\_\_\_  
3 5478 S. Packard Ave, Cudahy, Wisconsin (Property).

4 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS:** Seller is aware and agrees that Buyer or Buyer's representatives  
5 may be present at inspections and tests.

6 **ACTUAL RECEIPT DEFINITION:** The definition of "delivery" in the Offer does not define "actual receipt."

7 **NO FINANCING CONTINGENCY:** Buyer shall provide to Seller within 7 days of acceptance written evidence from a financial  
8 institution or a third party in control of the funds that Buyer shall have adequate funds available at closing. If Buyer does not  
9 provide written evidence, Seller has the right to terminate this Offer by written notice delivered to Buyer. Buyer may or may not  
10 obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's  
11 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not contingent  
12 upon the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
13 access for an appraisal constitute a financing contingency.

14 **WAIVER OF FINANCING CONTINGENCY:** This Waiver supersedes lines 178-181 of Addendum A to the Offer to Purchase.  
15 If Buyer waives the financing contingency and, within N/A day(s) of the delivery of the notice of the waiver of financing  
16 contingency, delivers written evidence of adequate funds sufficient to close the transaction, as required in the Offer or addenda  
17 thereto, Seller agrees to waive Seller's rights under the financing contingency.

18 **SALES CONCESSIONS:** Buyer and Seller authorize the agents of Buyer and Seller to report sales and financing concession  
19 data to multiple listing service sold databases and provide listing, pending sale, closed sale and financing concession  
20 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to  
21 appraiser researching comparable sales, market conditions and listings, upon inquiry.

22 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)  
23 ~~STRIKE ONE~~ (Seller if neither is struck) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
24 effective date of the title insurance commitment and before the deed is recorded, provided the title company will issue the  
25 endorsement. If a gap endorsement or equivalent coverage is not available, Buyer may give written notice that title is not  
26 acceptable for closing (see TITLE NOT ACCEPTABLE FOR CLOSING section of the offer to purchase).

27 **TAX PRORATIONS:** If the real estate taxes for the year of closing are not known at least 5 days prior to the date set for  
28 closing, the tax proration rate shall be based on Tax Exempt % (100% if blank) of the net general taxes for the year prior to  
29 closing. The proration shall be made after deduction for the lottery tax credit. This paragraph supplements the Offer's tax  
30 proration language unless struck.

31 **SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with  
32 the registry by contacting the Wisconsin Department of Corrections on the Internet at: <http://www.widocoffenders.org>  
33 or at (800) 240-5830.

34 **READING/ACKNOWLEDGMENT:** By initialing below, each Party acknowledges receipt of a copy of this Addendum and that  
35 he or she has read this page carefully and all of the Offer, addenda and any other documents incorporated into the Offer.  
36 Seller's initials shall not constitute the acceptance or other disposition of the Offer.

37 **ADDENDUM PROVISIONS:** Buyer and Seller are advised that this Addendum contains provisions which are not  
38 appropriate in all transactions. No representation is made as to the legality, appropriateness or adequacy of any  
39 provision in a specific transaction. Buyer and Seller are encouraged to consult with their own legal counsel regarding the  
40 provisions of this Addendum.

41 PKW 03.19.2011 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
42 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

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Revised by Attorney Mark Berg

PARCEL 1  
C.S.M. 6840

C. S. M.  
PARCEL 1  
6060

C.S.M.  
PARCEL 1

PACKARD

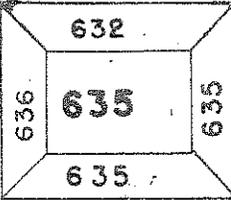
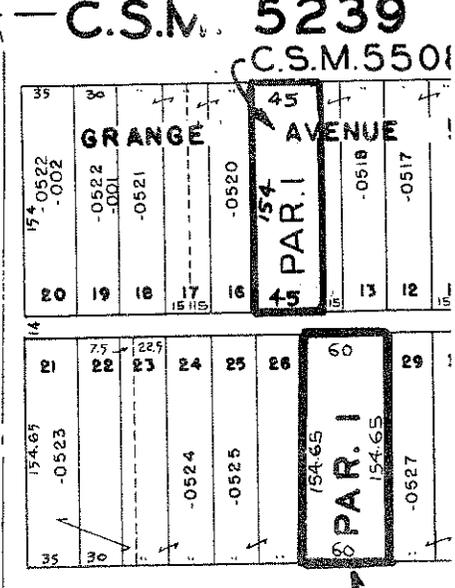
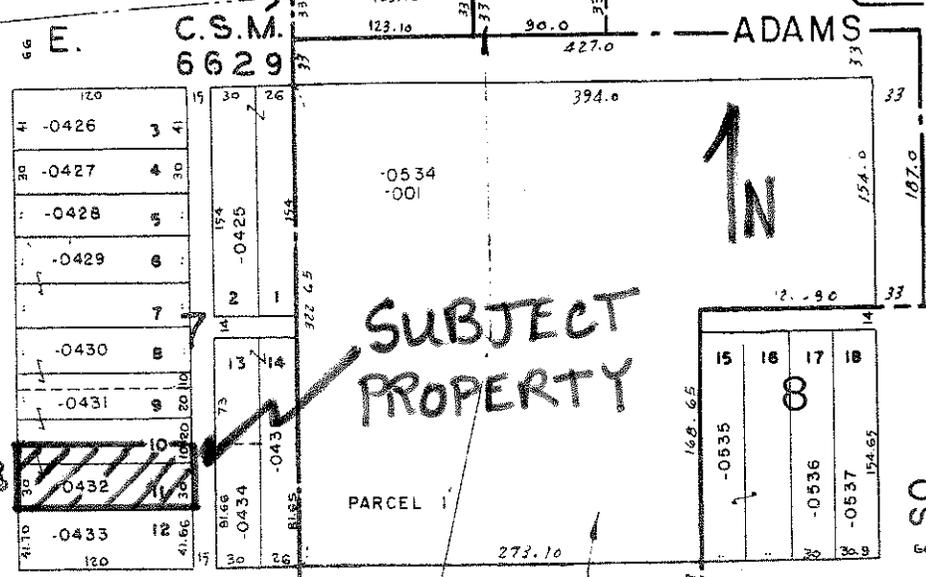
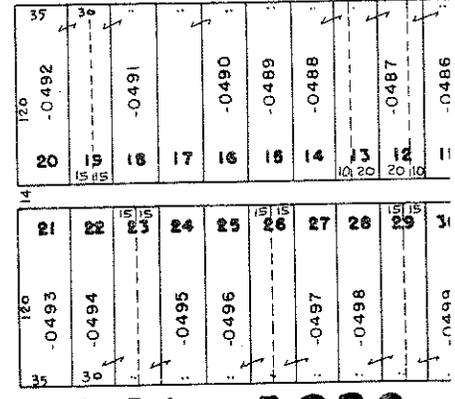
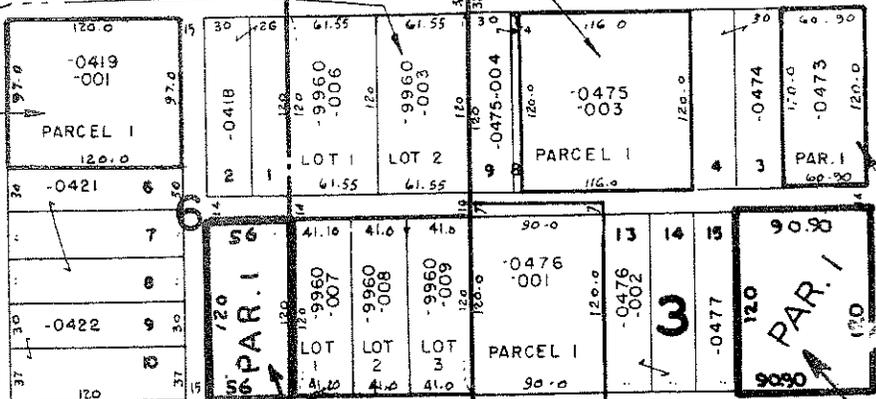
KIRKWOOD

MALLORY

C.S.M. NO. 893

BRENK & COIT LAND CO'S ADD'N.

5478  
S.W. CORNER 1/4 SEC.



C.S.M. NO. 2658

C.S.M. NO. 2187

C.S.M. NO. 2527

C.S.M. 5924

CITY OF CUDAHY

Rev. 3/01

(ITEM ) Reference file established by the County Board Chairperson relative to offers to purchase on lands under County control with an undesignated use, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Real Estate Division of the Department of Transportation and Public Works received an offer to purchase on vacant land located at 5478 South Packard Avenue in the City of Cudahy; and

WHEREAS, the subject property measures 40' X 120', contains 4,800 square feet of land area and is zoned B-2 for business development. The property has been declared excess to County needs and made available for sale; and

WHEREAS, an appraisal of the property by an independent appraiser estimated the fair market value of the property to be \$19,200; and

WHEREAS, the cash offer is from Patrick Wiita in the amount of \$18,000 cash. The offer is contingent upon Mr. Wiita obtaining an appraisal, at his expense, that indicates the value of the property is at least \$18,000; and

WHEREAS, the Committee on Economic and Community Development at their meeting on April 11, 2011 recommended acceptance of the above-described offer from Patrick Wiita in the amount of \$18,000; now, therefore,

BE IT RESOLVED, that the Manager of Real Estate Services is hereby authorized to sign the above described offer to purchase from Patrick Wiita; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are hereby authorized to convey by Warranty Deed the subject property located at 5478 South Packard Avenue in the City of Cudahy to Patrick Wiita and/or assigns for the consideration of \$18,000, pursuant to the terms and conditions of his offer to purchase.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** March 25, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Offer to purchase on County-owned vacant land located at 5478 South Packard Avenue, Cudahy, Wisconsin.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input checked="" type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><input type="checkbox"/> Use of contingent funds |
|--|--|

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	\$ 1,200	
	Revenue	\$ 18,000	
	Net Cost	- \$ 16,800	
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

FISCAL NOTE: Sale proceeds less expenses will be deposited in the Sale of Capital Assets Account 5804-4905

Department/Prepared By Craig C. Dillmann

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

**COUNTY OF MILWAUKEE**  
**Interoffice Memorandum**

DATE: April 11, 2011

TO: Lee Holloway, County Board Chairman, Theodore Lipscomb. Supervisor Vice Chairman, Economic and Community Development Committee and Committee Members

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL WAIVERS**

Directive

At the request of the Committee on Economic and Community Development, the Office of Community Business Development Partners (CBDP) provides a monthly update on waivers requested and granted to various Milwaukee County departments that come through the office.

Background

The Office of Community Business Development Partners (CBDP) is responsible for implementing Federal and Milwaukee County DBE regulations. Implementation of the regulations includes establishing DBE goals on both Federal and County funded contracts, as well as monitoring the DBE compliance of departments. DBE goals are established on Federal and County contracts where there are **“ready, willing and able” DBE firms available for contracting and or subcontracting opportunities.**

In 1999 the Disadvantaged Business Enterprise (DBE) Program rules were substantially revised due to legal challenges to some Programs. Thus requiring all recipients of such federal funds to review and revise their programs accordingly. As a result, Milwaukee County after both public and private stakeholder input determined and approved in 2000 by action of the County Board to establish and maintain one Program based upon the federal Disadvantaged Business Enterprise (DBE) Program rules and standards based upon federal guidelines. This 2000 action of the County Board and County Executive established and adopted rules and regulations of the US Department of Transportation, Office of the Secretary per the Federal Register 49 CFR Part 26 over both Milwaukee County federal funded projects and Milwaukee County funded projects.

These rules and regulations based upon Federal Register 49CFR Part 26 also include the goal setting requirements, the formula that determines and establishes the goals for federal and County funded contracts. All federal funding recipients including Milwaukee County are required to adhere per the numbers of their “ready, willing and able firms”.

**Economic & Community Development (ECD) Committee  
 Community Business Development Partners (CBDP),  
 DBE Waiver Report December 2010, January & February 2011  
 April 11, 2011  
 Page 2**

That is a firm certified as Disadvantaged Business Enterprise {DBE} firms. This is the rationale and justification for our goals as follows:

Construction	25%
Time & Material (Construction)	25%
Professional Services	17%
Purchase of Service Agreements	17%
Procurement	10%

The Federal Register of February 3, 2010 issued these requirements, the details.

When the CBDP office receives a waiver request from a department, it is first reviewed by the department then forwarded to the County Board Chairman with a recommendation to either grant or deny the request. The Chairman may request CBDP gather more information to provide clarification regarding issues such as: 1) Is there anything else that can be done, directly or indirectly to include DBEs; 2) If DBE participation is not possible, is there a way to improve equal employment opportunity representation (i.e., employee diversity); and or 3) Can DBE participation be included for this company in other areas not related to this project.

In summary County Board Chairman Lee Holloway always make sure that additional steps have been taken to assure maximum DBE participation, or if not direct then “indirect” DBE participation. When and if all else fails the prime contractors must submit documentation to prove their Good Faith Efforts (GFE) which CBDP must then review to determine if it should be approved.

Waiver Report Summary

Thus the Milwaukee Community Business Development Partners (CBDP), Disadvantaged Business Enterprise (DBE) Waiver Report for December 2010, January and February 2011 are as follows (see attachment wit details):

<b>Total Contract \$ Amount for December 2010</b>	<b>\$9,562,754.75</b>
Total Approved Waivers \$ Amount	\$ 996.300.00
Total Unapproved Waivers	\$19,500.00
Percentage of Waived for Jan. 2010	10.62%



December 2010  
Waiver Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<b>CBDP approved waivers <sup>1</sup></b>				
Corporation Counsel	Hochstatter, McCarthy, Rievas & Runde SC	Legal assistance to Behavioral Health	\$30,000.00	Per Chapter 42 Ordinance
Civil Service Commission	Mary Moutin	Legal assistance to Civil Service Commission	\$1,300.00	Approved Waiver
Combined Court Serviceq	Wisconsin Community Services	Drug Testing for Drug Treatment Court	\$10,000.00	Approved Waiver (EEO data on staffing and Board)
Child Support Enforcement	Orchid Cellmark Inc.	Genetic Paternity Testing	\$690,000.00	Approved Waiver (No certified DBEs)
Child Support Enforcement	UMOS	Employment Assistance to Non-custodial Parents	\$200,000.00	Approved Waiver (Vendors required by State)
Child Support Enforcement	Center for Veterans Affairs	Employment Assistance to Non-custodial Parents	\$65,000.00	Approved Waiver (Vendors required by State)

**Contracts issued without CBDP review <sup>2</sup>**

Child Support Enforcement	Exec Search Incorporated	Develop Web-based Application	\$19,500.00	No CBDP Revoew
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<b>Total Contract \$ Amount for December</b>	\$9,562,754.75
<b>Total Approved Waiver \$ Amount</b>	\$996,300.00
<b>Total Unapproved Waiver \$ Amount</b>	\$19,500.00
<b>Percentage Waived</b>	10.62%

<sup>1</sup> Waviers approved by CBDP Department with County Board Chairman's Approval

<sup>2</sup> Contracts issued without DBE goals by departments without CDBP review or approval. CDBP is only made aware of these projects when accounts payable department forwards new contact information to CDBP

January 2011  
Waiver Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<b>CBDP approved wavers <sup>1</sup></b>				
District Attorney	Mary A. Cimmanic, DDS	Dental Services per Memorandum dated 7/27/10	\$2,000.00	Approved Waiver (No certified DBEs/Small Contract)
Behavioral Health Division	Bozora Fischer Consulting Services	20 Hrs/Wk Inpatient Psychiatric Services	\$85,000.00	Approved Waiver (No certified DBEs)
Behavioral Health Division	Aggeus Healthcare	Provide Podiatry Services	\$1,500.00	Approved Waiver (No certified DBEs/Small Contract)
Behavioral Health Division	Total Computer Systems, Ltd.	Submit Medical Assistance Claims to EDS	\$5,000.00	Approved Waiver (No certified DBEs/Small Contract)
Zoo	Skyfair, Sky Zoo of Wisconsin	Skyglider Vendor	\$837,713	Approved Waiver (No certified DBEs)
DAS-Risk Management	Regnier Consulting Group Inc.	GASB Rule 10 Compliance Review	\$12,350.00	Approved Waiver (No certified DBEs)
Zoo	Oceans of Fun Inc.	Show and Train Marine Mammals	\$155,000.00	Approved Waiver (No certified DBEs)
Parks	Wildlife Management Services	Culling Deer in Whitnall Park	\$8,000.00	Approved Waiver (No certified DBEs)
Office of Disabilities	Gary Giencke	Wil-O-Way Maintenance	\$5,200.00	Approved Waiver (No certified DBEs/Disabled Person)
Office of Disabilities	Jerry Doolan	Wil-O-Way Maintenance	\$800	Approved Waiver (No certified DBEs/Disabled Person)
Office of Disabilities	Various Sign Interpreters	Sign Language Interpretation Services	\$41,000	Approved Waiver (No certified DBEs)
Office of Disabilities	Timm Armour	Wil-O-Way Maintenance	\$8,000	Approved Waiver (No certified DBEs/Disabled Person)
DHHS	Express Yourself Milwaukee	Arts Program for Detention Center	\$12,800	Approved Waiver (No certified DBEs)
DHHS	Boys & Girls Club	Pre-release Transition Planning	\$57,708	Approved Waiver (No certified DBEs)
Aging	Jennifer Lefeber	Living Well Program Manager for Seniors	\$48,880	Approved Waiver (No certified DBEs)
Zoo	Mary Kazmierczak	Zoo Library Management Services	\$20,000	Approved Waiver (No certified DBEs)
Behavioral Health Division	UW Board of Regents	Evaluation of Offender Re-entry Program by Dr.Moberg	\$61,887	Approved Waiver (No certified DBEs)
Behavioral Health Division	UW Milwaukee	Evaluation of Drug Treatment Program by Dr. Fendrich	\$118,420	Approved Waiver (No certified DBEs)

**Contracts issued without CDBP review <sup>2</sup>**

DAS-DHR	ACL, Inc.	Drug/Alcohol Testing for DTPW Highway Maintenance	\$11,500.00	No CDBP Review
Behavioral Health Division	Hochstatter, McCarthy, Rivas &	Legal Services for Immigration Compliance	\$30,000.00	No CDBP Review
Combined Court Services	State of Wisconsin	Maintenance of Judges and Resource Library	\$35,000	No CDBP Review

Total Contract \$ Amount for January	\$27,140,837.50
Total Approved Waiver \$ Amount	\$1,481,258.00
Total Unapproved Waiver \$ Amount	\$76,500.00
Percentage Waived	5.74%

<sup>1</sup> Wavers approved by CDBP Department with County Board Chairman's Approval

<sup>2</sup> Contracts issued without DBE goals by departments without CDBP review or approval. CDBP is only made aware of these projects when accounts payable department forwards new contact information to CDBP

February 2011  
Waiver Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<b>CBDP approved waiivers <sup>1</sup></b>				
DTPW-Real Estate	Wisconsin Appraisal	Appraisals of County owned Property	\$15,000.00	Approved Waiver
DTPW-Real Estate	McSorley & McSorley Appraisal	Appraisals of County owned Property	\$15,000.00	Approved Waiver (ends in 2012)
DHHS	Jewish Family Services	Fiscal Agent for Youth Sports Authority	\$100,000.00	Approved Waiver (ends in 2012)
DTPW-Real Estate	Lichtsinn & Haensel, S.C.	Legal Services for Innovation Park		Approved Waiver
DTPW-Real Estate	First Stop Appraisal Services	Appraisals of County owned Property	\$4,000.00	
Zoo	Rick Wermager	Manage Ticket/Food/Beverage Sales at AlaCarte	\$20,000	Approved Waiver (Meets EEO or minority/women vendors)
DAS-Risk Management	Regnier Consulting Group Inc.	Property/Casualty Actuarial Services	\$12,350.00	Approved Waiver (No certified DBEs)
Behavioral Health Division	Lauren D. Young, M.D.	Psychiatric Services	\$49,950.00	Approved Waiver (No certified DBEs)

<b>Contracts issued without CBDP review <sup>2</sup></b>				
MCSO	Dr. Donald F. Stonefeld	Inmate Psychiatric Services	\$4,907,170.00	No CBDP Review
MCSO	Wisconsin Community Services	Inmate Voc-Ed Assessment	\$302,911.00	No CBDP Review
MCSO	United Dynacare LLC	Inmate Lab Services	\$175,000.00	No CBDP Review
MCSO	Wisconsin Community Services	Inmate Job Skills/Graphics Instruction	\$1,397,653	No CBDP Review
MCSO	ACL Services, Inc.	Pre/Post Employment Alcohol/Drug Testing	\$23,333.00	No CBDP Review
MCSO	Mobile X	Inmate X-ray Services	\$58,000.00	No CBDP Review
MCSO	Onc Call Dental Staffing	Inmate Dental Services	\$350,000.00	No CBDP Review
MCSO	Veterinary Medical Associates	Veterinary Services	\$10,000.00	No CBDP Review
MCSO	Wisconsin Renal Care Group	Inmate Hemodialysis services	\$78,500.00	No CBDP Review

Total Contract \$ Amount for February	\$22,126,816.79
Total Approved Waiver \$ Amount	\$216,300.00
Total Unapproved Waiver \$ Amount	\$7,302,567.00
Percentage Waived	33.98%

<sup>1</sup> Waiivers approved by CBDP Department with County Board Chairman's Approval

<sup>2</sup> Contracts issued without DBE goals by departments without CDBP review or approval. CDBP is only made aware of these projects when accounts payable department forwards new contact information to CDBP