

OFFICE OF THE COUNTY EXECUTIVE

*Milwaukee County*

CHRIS ABELE • COUNTY EXECUTIVE

DATE: June 28, 2011

TO: The Honorable Lee Holloway, Chairman, County Board of Supervisors

FROM: Chris Abele, County Executive

SUBJECT: **Appointment of Brian Taffora**

Subject to confirmation of your Honorable Body, I am pleased to appoint Mr. Brian Taffora to the position of Director of Economic Development for Milwaukee County.

Taffora has headed the council, a non-partisan business association, since 2009, working closely with major Wisconsin employers to create a business climate that encourages job growth and economic development. Taffora helped grow the Wisconsin Business Council from an initial 12 members to 40 businesses. The group has advocated policies aimed at securing Wisconsin's economic future and protecting its quality of life.

I have every confidence that Mr. Taffora will bring to Milwaukee County's economic development efforts the leadership and vision needed for Milwaukee County. I urge you to give this appointment your favorable consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Abele", written over a horizontal line.

Chris Abele  
Milwaukee County Executive

Attachment

Cc: Supervisor Lynn DeBruin  
Terry Cooley, Chief of Staff  
Glen Bultman, Research Analyst  
Linda Durham, Committee Clerk  
All County Board Supervisors  
Jack Takerian, Director DTPW  
Brian Taffora

# **BRIAN R. TAFFORA**

N32 W6995 Buchanan St, Cedarburg, Wisconsin 53012 ~ taffora@hotmail.com

Cell: 262.689.3538

Home: 262.377.2924

Motivator, recruiter and developer with superior analytical and critical thinking abilities. Proven track record of strong leadership capabilities and exceptional interpersonal communication skills.

## **EMPLOYMENT HISTORY**

### **WISCONSIN BUSINESS COUNCIL, Madison, WI**

**(2009-Present)**

#### *Executive Director*

- Partnered in creating the Wisconsin Business Council –a non-partisan, pro-business association that works collaboratively with business leaders, government officials and policy makers on creating a better business climate in the state while protecting its quality of life.
- Responsibilities include managing and working on the following activities: economic development, lobbying of government and public officials, membership recruitment, membership retention, communications/marketing and all operations of the association.
- Collaborate with members, government and civic leaders on a holistic approach to economic development that includes: regulations, taxes, infrastructure, education, workforce development and cluster industries.
- Work with legislative leadership on numerous economic development proposals from the design to co-sponsorship of the bill, as well as testifying and passage of legislation.
- Lead, assist and partner with members that consist of executives from forty of the most prominent businesses that do business in Wisconsin.
- Consult and coordinate with members to determine their needs in the current business climate and then create strategies to best meet those needs.
- Assist members in identifying the various state assistance and economic development programs available to them.
- Facilitate state-wide discussions and symposiums with various economic development groups.
- Member of Wisconsin's Partnership for a Stronger Economy - a diverse group of job creators, representatives, economic development groups, educational institutions and labor organizations with the goal of strengthening Wisconsin's economy.

### **MIDWEST FOUNDATION FOR MEDIA RESEARCH, Madison, WI**

**(2009-Present)**

#### *President*

- Partnered with University of Wisconsin-Madison Professor in creating the Midwest Foundation for Media Research.
- Oversee a variety of projects ranging from conducting high quality non-partisan surveys of public opinion to media usage patterns and advertising impact in the Midwest.

**AXA ADVISORS, Milwaukee, WI**

**(2007- 2009)**

*Business Development/Financial Advisor*

- Effectively created and implemented marketing and communication strategies to attract and retain clients.
- Exceeded 2007-2008 company's personal production goal by 131%.
- Held the following security licenses: Series 6, Series 7, Series 63, and Series 66.

**NORTHWESTERN MUTUAL / TOLAN SCHUELLER & ASSOCIATES, Mequon, WI**

**(2002-2007)**

*Financial Advisor / Business Development*

- Advised business owners and high net worth executives on complex investment and insurance strategies.
- Revised and implemented strategies to increase revenue through various product lines.

**STRONG CAPITAL MANAGEMENT, Menomonee Falls, WI**

**(2000-2002)**

*Marketing Production Coordinator/Strong Leadership Training Program*

- Coordinated the production process of accounting and design departments and managed outside consultants for strategic marketing campaigns, press releases and sales literature.

**EDUCATION**

**UNIVERSITY OF WISCONSIN –WHITEWATER**

- Bachelor of Arts, May, 2000, Public Communication with a minor in Business Marketing
- Phi Kappa Phi National Honor Society

**COMMUNITY INVOLVMENT**

- Cedarburg Economic Development Board (2005-Present)

## **PUBLIC HEARING NOTICE**

The County of Milwaukee is inviting citizen comments on the Proposed Community Development Block Grant funding for 2012.

Milwaukee County will be receiving 2012 federal Community Development Block Grant (CDBG) funding totaling approximately \$1, 500,000. The CDBG funding is to be shared between Milwaukee County and 16 participating municipalities. The municipal share will be allocated in accordance with Inter-Governmental Cooperation Council policy adopted for this purpose. It is proposed that the County's share be used for County-Wide projects. Approximately 20% is set aside for administrative costs.

The Committee on Economic and Community Development is holding this public hearing on Monday July 18, 2011 at 9:00a.m. in Room 201-B of the Courthouse to obtain the views of County citizens on the general needs of the CDBG funds. Non-Profit agencies are eligible to apply for these grants. For further information, please contact Damon Dorsey at 278-4780 or [Damon.Dorsey@milwcnty.com](mailto:Damon.Dorsey@milwcnty.com).

**COUNTY OF MILWAUKEE**  
**Department of Health & Human Services**  
INTER-OFFICE COMMUNICATION

**DATE:** June 24, 2011

**TO:** Supervisor Lynne DeBruin, Chairperson - Economic & Community Development Committee

**FROM:** Geri Lyday, Interim Director - Department of Health and Human Services

**SUBJECT:** **An informational report from the Interim Director, Department of Health and Human Services, regarding proposed timetable for the Milwaukee County Community Development Block Grant (CDBG) 2012 program year funds**

**ISSUE**

Current County and federal policy requires an annual public hearing soliciting comments on the County's housing and community development needs, and an annual solicitation of proposals for the use of Community Development Block Grant (CDBG) funds. This process is followed by consideration and approval of awards of those funds to successful applicants by the Economic and Community Development Committee and the Board. It is customary for staff to present the proposed timetable for this process to the Committee. That is the purpose of this report.

**DISCUSSION**

Each year, the Milwaukee County receives Community Development Block Grant (CDBG) program funding from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities that revitalize neighborhoods, provide economic development opportunities, improve community facilities, and offer public/community services. The County receives an annual entitlement award from HUD, which has been approaching \$1.5 million annually over the past three years. We are anticipating and planning for a similar amount of funding for the 2012 program year. The entitlement award of \$1.5 million is then allocated, resulting in about \$600,000 available for County-Wide Non Profit projects and \$600,000 for municipality projects. The remaining balance is applied to Milwaukee County's administrative expenses.

As part of the cooperative agreement between Milwaukee County and non-entitlement municipalities in the County, County CDBG funds are to be used to assist non-entitlement municipalities undertake activities which address community development and /or housing

needs and which primarily benefit low-to-moderate income persons. Of the 19 municipalities in the County, 16 do not receive their own annual allocation, and therefore can apply for a share of the County's CDBG funds.

### **Eligible Use of CDBG Funds**

To be considered for CDBG funding, a nonprofit or municipality must show that its proposed activity is "eligible" and "fundable". Eligible activities include, but are not limited to:

- water, sanitary sewer, and storm sewer construction
- street reconstruction, and sidewalk/curb replacement
- recreation improvements
- housing rehabilitation
- homeownership assistance
- acquisition of property
- fair housing activities
- handicapped accessibility improvements

"Fundable" refers to whether the activity meets the National Objective of the CDBG program of primarily benefiting low-to-moderate income (LMI) persons.

"Primarily benefiting" means that at least 51% of the persons benefiting from an activity are of low-to-moderate income.

A "LMI person" is one whose income is no more than 80% of median income established for the area. This percentage is determined by HUD based on a four-person family and adjusted upward or downward for larger or smaller families.

Certain groups of persons are "presumed" by HUD to be LMI and therefore activities to assist these persons automatically meet the fundability requirement. Groups presumed to be LMI include adults with physical disabilities, abused children, elderly persons, battered spouses, homeless persons, illiterate adults, persons living with aids, and migrant farmers.

Most projects do not solely benefit a "presumed" group of LMI persons, so the nonprofit or municipality has to show that its project will benefit an area or neighborhood where the concentration of LMI persons is at least 51%. Concentrations of LMI persons can be determined in one of two ways- HUD Census data and income surveys.

### **Application and Funding Process**

County CDBG funds are awarded annually on a competitive basis. The process for gaining community input aims to be inclusive and transparent in order to maximize the quantity and quality of CDBG applications. To ensure broad participation throughout the process, the Housing Division of the Department of Health and Human Services will do the following:

- Contact all municipalities regarding important dates associated with the public hearing and application submittal timelines, and contact information.

- Advertise in local community-based publications regarding important dates associated with the public hearing and application submittal timelines.
- Notify all past applicants for CDBG funds regarding important dates associated with the public hearing and application submittal timelines.
- Solicit input from County Supervisors on community outreach opportunities.
- Ensure that the CDBG website is updated with current information on the CDBG application process.

### **Public Hearing**

Milwaukee County will hold two public hearing on the CDBG process: The first public hearing will approve the CDBG timeline; the second public hearing will allow presentation of proposed CDBG projects for which funding may be applied for under the CDBG program in 2012. Outreach and promotion of public hearings is described above. See attached “Public Hearing Notice.”

### **Application Solicitation**

Application packets are made available both online and at the CDBG office the day after the scheduled public hearing, in which the Milwaukee County Economic and Community Development Committee approves the CDBG Application Schedule (see attached, Instructions for accessing CDBG applications). Outreach and promotion of the application solicitation process is described above.

### **Application Review and selection**

Milwaukee County staff evaluates applications and submits funding recommendations to the Milwaukee County Economic and Community Development Committee and the Milwaukee County Board for approval.

### **PROPOSED SCHEDULE**

The proposed schedule for the public hearing, along with the solicitation, evaluation and selection of proposals seeking CDBG funding is as follows:

#### **Monday, July 18, 2011**

Public Hearing on Housing & Community Development General Needs.  
(regularly scheduled committee meeting)

#### **Tuesday, July 19, 2011**

Applications will become available on-line.

**Wednesday, August 17, 2011**

Applications for 2012 CDBG will be due.

**Monday, September 19, 2011**

Public hearing for presentations of proposed projects (regularly scheduled meeting)

**Monday, October 24, 2011**

Committee on Economic & Community Development allocated CDBG and HOME Funds for 2012 Program Year activities (regularly scheduled meeting)

**Thursday, November 3, 2011**

County Board of Supervisors and County Executive approves CDBG and HOME funds for the 2012 Program year activities

**Monday, November 14, 2011**

Milwaukee County's application for 2012 CDBG and HOME funds due to HUD

**Monday, January 2, 2012**

Start of 2012 CDBG Program Year

**RECOMMENDATION**

This report is for informational purposes only.



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

attachments

Cc: Chris Abele, County Executive  
Terrence Cooley, Chief of Staff - County Board  
Cynthia Pahl, Acting Assistant Fiscal and Budget Administrator  
Antionette Thomas-Bailey, Fiscal Management Analyst - DAS  
Glenn Bultman - County Board Analyst  
Linda Durham - Committee Clerk

June 30, 2011

Dear Block Grant Applicant:

RE: 2012 CDBG County-Wide Non Profit Projects Funding Application

The Milwaukee County 2012 CDBG application is available on the County's website.

To access it, go to:

1. <http://county.milwaukee.gov/countycdbg>
2. Select CDBG Application – County-Wide Non Profit Projects

Please note the following:

1. The Proposal submission deadline is 2:00 p.m., Wednesday, August 17, 2011.
2. The policies established by the County Board for the 2012 program year are described in the Application Introduction.
3. Approximately \$600,000 will be available for all Countywide projects.

Please do not include the instructions with your application or make two-sided copies. Also, please print on letter-size paper. If you have any questions, need assistance in completing the application, or do not have Internet access and would like a copy of the application sent to you, please contact me at (414) 278-4780 or [Damon.Dorsey@milwcnty.com](mailto:Damon.Dorsey@milwcnty.com).

Sincerely,

Damon Dorsey  
CDBG, Housing Program Coordinator



OFFICE OF CORPORATION COUNSEL

*Milwaukee County*KIMBERLY R. WALKER  
Acting Corporation CounselJOHN F. JORGENSEN  
MARK A. GRADY  
JOHN E. SCHAPEKAHM  
TIMOTHY R. KARASKIEWICZ  
JEANEEN J. DEHRING  
ROY L. WILLIAMS  
COLLEEN A. FOLEY  
LEE R. JONES  
MOLLY J. ZILLIG  
ALAN M. POLAN  
Principal Assistant  
Corporation Counsel**INTER-OFFICE COMMUNICATION**

**DATE :** July 12, 2011

**TO:** Honorable Committee on Economic and Community Development

**FROM:** John Jorgensen, Acting Corporation Counsel

**SUBJECT:** File No. INF 11-267; Allocation of CDBG funds

At the June 13, 2011 meeting of your committee, the above referenced item was referred to DHHS and to this office for a report "relative to an update on River Hills not spending CDBG funds allocated to them appropriately (selling them for cash), as well as options . . . on dealing with the issue". This office was asked to "specifically review the County's legal right within the agreement with the federal government on what could or could not be imposed by Milwaukee County if negotiations do not work."

It should first be noted that neither River Hills nor any of the other suburbs has spent CDBG funds inappropriately. All CDBG funds are spent on projects that qualify under the under applicable program regulations and conform to Milwaukee County's consolidated plan. What has occurred is that River Hills, because its population (particularly with regard to the lower-income, elderly and disabled individuals whom CDBG-funded projects are typically intended to serve) is relatively small, has been hard pressed to identify qualifying projects in that village for its share of CDBG funding. In 2007, with the approval of MCDHHS, River Hills voluntarily transferred its allocations for that year and the four preceding years to the City Glendale, which applied those funds to an accessibility project that met all applicable program standards.

It has been suggested that a donor municipality (such as River Hills in the case described in the foregoing paragraph) could enter into an agreement to receive non-CDBG monetary consideration from the recipient municipality in exchange for consenting to the transfer of its allocation of CDBG funds. That has occurred in other jurisdictions. To date, it has not occurred in Milwaukee County, but if it did occur, it would not violate any law or regulation governing the administration of the CDBG program, provided of course that the CDBG funds are ultimately applied to a qualifying project or projects in a manner that conforms to CDBG program requirements. Our opinion on this question is consistent with written advice Milwaukee County has received from local HUD officials who oversee the program in Milwaukee County.

It appears that the Committee is interested in the extent to which it can exert control over the municipalities with respect to the use of CDBG funds allocated to them. Control over the use of those funds presents a practical political issue rather than a legal one.

There is not, as the referral from your committee suggests, an “agreement with the federal government” that gives the County enforceable rights over allocation of CDBG funds. In 2003, this office, together with the Director of Housing and Community Development, provided your committee with a report that included a brief review of relevant aspects of the CDBG program as it operates in an “urban county”. A copy of that report is attached. As we noted in that report, the statutes and regulations that govern the administration of the CDBG block grant program do not prescribe how an urban county and its constituent municipalities should distribute available funding among themselves: “The Housing and Community Development Act and the implementing federal regulations do not mandate the administrative structure or the distribution formula now in place for the CDBG program in Milwaukee County. In fact, they do not mandate any particular administrative or distribution formula.” HUD officials agree: “There are no statutory or regulatory provisions that stipulate how the Urban County decides to allocate CDBG funds amongst the various units or general local government or unincorporated areas making up the Urban County. The only requirements affecting activity choices and locations are that an activity must be eligible and must meet a national objective. In addition, CDBG fund usage should conform to your Consolidated Plan” (Sept. 3, 2004 letter from Robert Berlan, Director of the HUD’s Wisconsin Office of Community Planning and Development to Leonard Jackson, Program Coordinator).

The current CDBG distribution formula and project approval process is the product of a negotiated compromise among the County and the participating municipalities, operating through the Intergovernmental Cooperation Council. With only minor changes, this system has worked since 1978. Other lawful systems are possible. However, any administrative framework and distribution formula must, as a practical matter, balance the County Board’s interest in controlling the administration of the program and allocation of the grant funds with the demands of the participating municipalities for some measure of equity and autonomy.

I hope these observations are helpful to you.

Respectfully submitted:

/s/ John Jorgensen  
JOHN JORGENSEN  
Acting Corporation Counsel

**COUNTY OF MILWAUKEE  
INTER-OFFICE COMMUNICATION**

**DATE:** July 11, 2003

**TO:** Honorable Committee on Economic and Community Development

**FROM:** Nancy Olson, Director of Housing and Community Development  
John Jorgensen, Principal Assistant Corporation Counsel

**SUBJECT:** **Community Development Block Grant (CDBG) Program**

On June 9, 2003, your Committee took up a report prepared by Nancy Olson, Director of the Housing and Community Development Division, in which she summarized the history of Milwaukee County's involvement in administering the CDBG program. The Committee voted to refer the matter to this office and to the Director of the Housing and Community Development Division for additional information regarding the structure and administration of the CDBG program and, in particular, "whether Milwaukee County has unilateral authority to make decisions regarding the program".

As a certified "urban county", 42 U.S.C. s. 5302 (6)(A), Milwaukee County is entitled to apply for and receive CDBG funding for itself and the 16 smaller municipalities with which the County has entered into cooperation agreements. Therefore, Milwaukee County has the authority to administer the program by selecting qualifying projects and entering into subrecipient agreements with suburban municipalities or private agencies to fund those projects, and the concomitant responsibility to ensure that CDBG funds are used in accordance with all program requirements, 24 CFR s. 570.501.

The federal Housing and Community Development Act, 42 U.S.C. s. 5301, *et seq.*, and the implementing regulations, 24 CFR Part 570, establish general structural requirements applicable to all CDBG programs, including Milwaukee County's. A "metropolitan city", which is defined to include the "central city" of a recognized metropolitan area and any other city with a population over 50,000, 42 U.S. C. s. 5302(a)(4), is entitled to apply for and receive CDBG funding for itself. This means that the cities of Milwaukee, Wauwatosa and West Allis can and do operate their own CDBG programs. Milwaukee County qualifies to receive CDBG funding as an "urban county" because its population (excluding the population of the metropolitan cities)<sup>1</sup> exceeds 200,000. The County must enter into "cooperation agreements" with the governments of those cities and villages (described in the regulations as "units of general local government") in order to qualify as an urban county, 24 CFR s. 570.307(b).

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<sup>1</sup> A municipality can be either a metropolitan city, if it qualifies by population, or part of an urban county, but it cannot be both at the same time, 24 CFR s. 570.307(e)

In addition, HUD regulations impose numerous technical requirements which an urban county must fulfill, including the submission of a “consolidated plan” conforming to the requirements of 24 CFR Part 91. All these requirements are described at length in a notice which HUD sends to potentially qualifying counties. HUD’s determination that a county qualifies for a CDBG entitlement as an urban county is effective for three federal fiscal years. Milwaukee County is currently certified for federal fiscal years 2003-2005. The County’s current cooperation agreements with participating cities and villages are effective for “program years” (which are calendar years) 2003-2005.

Historically, the allocation of available CDBG funds between the County and the participating suburbs and among those suburbs has been negotiated through the Intergovernmental Cooperation Council (ICC) for Milwaukee County. The resulting formulas for distribution of the funds are described in Ms. Olson’s May 30, 2003, report addressed to Chairman Holloway.

The Housing and Community Development Act and the implementing federal regulations do not mandate the administrative structure or the distribution formula now in place for the CDBG program in Milwaukee County. In fact, they do not mandate any particular administrative structure or distribution formula. The Act and regulations require that the individual projects undertaken with CDBG funds are eligible for assistance under the Act, 42 U.S.C. s. 5304, and that they satisfy one or more of the national objectives enumerated in the regulations, 24 CFR s. 570.208. They also provide that any public agency which is the recipient or subrecipient of a CDBG grant must adhere to a welter of administrative requirements relating to financial management, cost accounting, monitoring, record keeping, and the like, *see*, 24 CFR 570.502. They do not, however, provide any specific direction to urban counties and their constituent municipalities with regard to how CDBG funding should be distributed within an urban county or how the affected municipalities should organize themselves to allocate that funding and make other decisions concerning the administration of the program.

You ask whether Milwaukee County has “unilateral authority” to make decisions regarding the CDBG program. Milwaukee County has substantial authority to make those decisions. The County is entitled to receive CDBG funding as an urban county. The suburbs (except for Wauwatosa and West Allis) have no such entitlement. If they do not participate with Milwaukee County as part of an urban county, they would not receive any CDBG funding unless the State decides to allocate funding to them out of the State’s grant. As the applicant for and recipient of the grant, the County bears primary responsibility to ensure that the grant is administered in conformance with all the applicable statutes and regulations. It is, therefore, appropriate that the County should have the final say in structuring the program and allocating the funds.

Nevertheless, as a practical and political matter, the County’s ability to act unilaterally in that regard is subject to some constraints. Unless a sufficient number of suburbs agree to participate and execute the required cooperation agreements, the County cannot meet the 200,000 population threshold, and no one gets any money. It is reasonable to assume that each suburb will demand, as conditions of participation, that the program, as it affects that suburb, be administered with some measure of even-handedness, and that the suburb has something to gain by participating. Therefore, in order to obtain the broad participation necessary to achieve entitlement status as an urban county, it will probably be necessary for the County to continue to

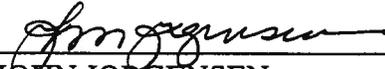
negotiate fund allocation and related administrative matters through the ICC or some similar county-wide collaborative group.

We hope these observations are helpful to you.

Respectfully submitted:

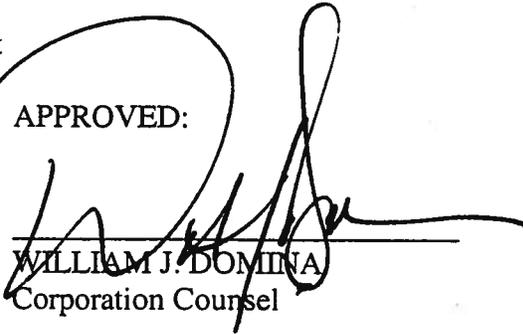


NANCY OLSON  
Director, of Housing and Community Development



JOHN JORGENSEN  
Principal Assistant  
Corporation Counsel

APPROVED:



WILLIAM J. DOMINA  
Corporation Counsel

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**MILWAUKEE COUNTY  
INTEROFFICE MEMORANDUM**

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**DATE:** July 12, 2011

**TO:** Economic and Community Development Committee

**FROM:** Glenn E. Bultman, County Board Legislative Research Analyst

**SUBJECT:** Allocation of Community Development Block Grant Funds (CDBG)

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I have reviewed the information from the Housing Division and the opinion from the Acting Corporation Counsel. I concur with their conclusion that the current use of CDBG funds by River Hills is consistent with HUD regulations and current County policy. I recommend that the County change terminology used by River Hills from "the sale of their CDBG allocation" to "the transfer of their CDBG allocation to an eligible project in another participating municipality". This would more accurately state the transaction. Any compensation that may occur, does not involve Milwaukee County.

GB/ld

**COUNTY OF MILWAUKEE**  
**Department of Health & Human Services**  
INTER-OFFICE COMMUNICATION

5

**DATE:** June 29, 2011

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

**FROM:** Geri Lyday, Interim Director – Department of Health & Human Services

**SUBJECT:** **Report from the Interim Director, Department of Health and Human Services, requesting authorization to provide HOME funds to Jewish Family Services to construct housing for low-income seniors**

**Issue**

The Department of Health and Human Services is requesting approval of \$550,000 in federal HOME funds to Jewish Family Services, Inc to provide ten housing units in Brown Deer for low-income seniors in a housing project development where long-term care services would be available.

**Background**

Milwaukee County, representing 16 suburban communities, along with the Cities of Wauwatosa and West Allis, participate as a Consortium in the federal HOME Investments Partnerships Program. HOME provides funds for “bricks and mortar” housing production by local governments, private sector and non-profit developers, and Community Housing Development Organizations.

The attachment from Jewish Family Services (JFS) offers further detail on this proposal.

JFS, as the project owner and manager, seeks \$550,000 to be used in conjunction with Section 42 Affordable Housing Tax Credits through the Wisconsin Housing and Economic Development Authority (WHEDA), for the construction of a \$4.1 million, 33 unit senior citizen housing project located at approximately Bradley Road and Sherman Boulevard in Brown Deer. Long-term care services necessary to help individuals remain independent would be available to all residents. Of the 33 units, 10 1-bedroom units would be assisted with HOME funds and would be reserved for low-income seniors. At least 2 HOME units and common areas will be physically accessible for individuals with disabilities.

The proposed project is phase two of Deerwood Crossing, a successful similar affordable housing development, also owned by JFS, located at 4195 W. Bradley Rd. This project is a

residential care apartment complex (“RCAC”), an assisted living facility. JFS has a long and good history with Milwaukee County providing comprehensive social services to elderly and families.

The developer and general contractor in this project is General Capital Group. In existence since the 1980s, General Capital has an established record of developing over 700 affordable housing units in Southeast Wisconsin. Several of their projects have been developed in partnership with non-profits, including St Catherine Residence and Jewish Family Services.

The Village of Brown Deer supports this project. There are no zoning or other approval issues.

Under HOME regulations, assisted units can neither be restricted to persons of a given religion, nor is proselytizing permitted.

The projected per unit development cost of this project is \$139,363. The proposed subsidy request of \$55,000 per unit (\$550,000 for 10) is below the HUD limit of \$60,148 for a 1-bedroom elevator unit.

Section 42 Tax Credits at the 4% level (rather than 9%) have been awarded to this project, creating a financing gap of approximately \$900,000. A County participation of \$550,000 in federal HOME funds would substantially fill this gap. JFS and the developer are pursuing several alternatives to fill the remaining gap balance of \$350,000. Commitment of HOME funds is contingent upon receipt of complete project financing and execution of a development agreement consistent with HOME requirements.

The County has HOME program income of \$280,000, available grant funds of \$220,000 and anticipated program income funds of \$50,000 to commit to this project.

The HOME Program has a 20-year affordability requirement for newly constructed housing. During this period, units must meet income and rent limits, or the initial HOME investment must be recaptured. Consistent with this requirement and the assistance approved for recent projects in Brown Deer, Glendale, Greendale, and Wauwatosa, and with the description of the available and pending funds given above, staff will recommend that project funds be provided as a secured 0% interest loan, with payment deferred for 20 years.

## **Recommendation**

The Interim Director of the Department of Health and Human Services is seeking approval of a secured 0% interest, deferred payment loan in the amount of \$550,000 for the project as described above, contingent upon receipt of complete project financing and execution of a HOME development agreement consistent with the requirements of the HOME Program.

## Fiscal Effect

Approval of this recommendation will result in the expenditure of \$550,000 in federal HOME funds allocated to the County and HOME program income derived from HOME funded loan repayments.

A handwritten signature in black ink that reads "Geri A. 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: Chris Abele, County Executive  
Terrence Cooley, Chief of Staff - County Executive's Office  
Patrick Farley, Administrator - DAS  
Cynthia Pahl, Acting Assistant Fiscal & Budget Administrator  
Antionette Thomas-Bailey, Fiscal Management Analyst  
Glenn Bultman - County Board Analyst  
Linda Durham - Committee Clerk

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3  
4 (Item\*) Report from the Interim Director, Department of Health and Human Services,  
5 requesting authorization to provide HOME funds to Jewish Family Services to construct  
6 housing for low income seniors by adoption of the following:  
7

8 WHEREAS, Milwaukee County with the Cities of Wauwatosa and West Allis participates as  
9 a Consortium in the federal HOME Investments Partnerships Program; and  
10

11 WHEREAS, the Village of Brown Deer will support a Section 42 Affordable Housing Tax  
12 Credit 33 unit senior housing project to be owned and managed by Jewish Family Services and  
13 developed by General Capital Group, located at about W. Bradley Rd and N. Sherman Blvd; and  
14

15 WHEREAS, Jewish Family Services has requested \$550,000 in HOME funds to assist in  
16 providing 10 1-bedroom units in this project to low income seniors; and  
17

18 WHEREAS, long term care services necessary to remain independent will be available to all  
19 residents of the project;  
20

21 WHEREAS, this project represents a second phase of the successful Deerwood Crossing  
22 development, a 66 unit assisted living Residential Care Apartment Complex (RCAC) located at  
23 4195 W. Bradley Rd, Brown Deer, and  
24

25 WHEREAS, the County has program income of \$280,000; available grant funds of  
26 \$220,000; and anticipated program income funds of \$50,000 to commit to this project; now,  
27 therefore  
28

29 BE IT RESOLVED, that the Interim Director of the Department of Health and Human  
30 Services, or her designee, is authorized and directed to enter into a development agreement  
31 consistent with HOME requirements, to provide \$550,000 in HOME funds as a secured 0%,  
32 deferred payment loan, payable in full in 20 years, to Jewish Family Services, to construct 10  
33 units of senior housing at approximately N. Sherman Blvd and W. Bradley Rd, contingent upon  
34 receipt of complete project financing and execution of a development agreement consistent  
35 with HOME requirements; and  
36

37 BE IT FURTHER RESOLVED, that the Interim Director of the Department of Health and  
38 Human Services is authorized and directed to carry out all steps necessary to accomplish the  
39 objective of this resolution.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** July 5, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Report from the Interim Director, Department of Health and Human Services, to provide HOME funds to Jewish Family Services to Construct Housing for Low Income Seniors

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input 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	\$550,000	
	Revenue	\$550,000	
	Net Cost	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 (DHHS), is requesting authorization for the Housing Division to provide HOME funds to Jewish Family Services (JFS) for the construction of new housing for low income seniors.

B) The Housing Division recommends that a total of \$550,000, consisting of \$280,000 in HOME program income, \$220,000 in HOME Grant income and \$50,000 in anticipated program income funds, be used to fund ten - one bedroom units at the Deerwood Crossing development by JFS. The increase in expenditures will be completely off-set by program revenue.

C) No increase in tax levy results from these changes.

D. No assumptions/interpretations.

---

<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 Milwaukee County DHHS, Alex Kotze, Budget Manager

Authorized Signature *Levi A. Syday*

Did DAS-Fiscal Staff Review?  Yes  No



WELCOME TO POSSIBILITY

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June 23, 2011

Milwaukee County Board of Supervisors  
c/o Gary Bottoni (Housing Division)  
901 N. 9<sup>th</sup> Street, Room 201  
Milwaukee, WI 53233

Members of the Board:

Please accept this letter as a request from Jewish Family Services (“JFS”) for **Federal HOME funding in the amount of \$550,000** for phase II of Deerwood Crossing, as more particularly described below. The purpose of the request is to fill a gap in funding sources in order to develop 33 additional units, **including 10 HOME units**.

JFS has provided comprehensive social services to families in the Milwaukee area since the organization’s founding in 1867. Its mission is to provide supportive services that help strengthen the elderly, children and families throughout their life cycle within the context of their needs.

In 2008 JFS applied for and obtained an allocation of section 42 federal income tax credits in order to construct Deerwood Crossing, a 66 unit residential care apartment complex (“RCAC”) located at 4195 W. Bradley Road, Village of Brown Deer, Milwaukee County, Wisconsin. This is an assisted living facility serving the elderly and providing services on the basis of individual need. This first phase has been an incredible success; the development is 100% occupied and has generated a lengthy waiting list. Of the 66 units, all but two are set aside units rented to individuals whose incomes range between 30% and 60% of the County median income. The development is a high quality, three-story stick frame structure with heated underground parking, private patios/balconies, generous common area amenities and high quality interior finishes. The exterior is traditional brick and siding. The central location offers interior finishes. The exterior is traditional brick and siding. The central location offers excellent access to public transportation and all linkages required by the project’s tenants.

JFS’s goal is to break ground on phase II late Fall, 2011. The Village of Brown Deer owns the land adjacent to Deerwood Crossing and will contribute the land for phase II at zero cost. JFS anticipates that the

JFS is a partner agency of the Milwaukee Jewish Federation & a beneficiary of the United Way



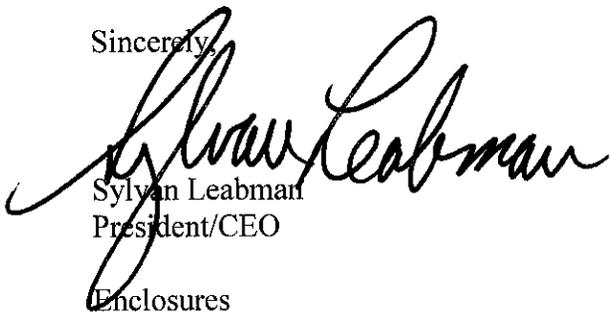
United Way of Greater Milwaukee

June 23, 2011  
Milwaukee County Board of Supervisors  
c/o Gary Bottoni (Housing Division)  
Page 2

Wisconsin Housing and Economic Development Authority (“WHEDA”), which is the permanent lender on phase I, will provide the construction and permanent financing for phase II. General Capital Group will lead the development process, as it did for phase I, and will deploy the same development team with regard to the architecture construction, legal and accounting disciplines. In this manner JFS will be utilizing a proven team to ensure a successful outcome. It should be noted that Deerwood Crossing is directly across the street to the east of the to-be-built Bradley Crossing (60 unit supportive housing development which has received a recent allocation of section 42 tax credits; the County will be providing valuable rental assistance and HOME funding to assist JFS in creating housing which serves individuals with a variety of emotional, physical and developmental disabilities).

Included in this request is a proforma income statement, project cost budget and statement of sources and uses. In addition to creating 10 HOME unites the funding by the County will fill the gap between sources and uses, thus enabling the project to move forward. Please feel free to contact me should you have any question or require additional information. Thank you in advance for your consideration.

Sincerely,



Sylvan Leabman  
President/CEO

Enclosures

**Pro Froma** **FOR DISCUSSION ONLY! SUBJECT TO CHANGE**  
**JFS Brown Deer Phase 2 - 4% bond deal**  
**Pro Froma - P&L**  
 Print Date: 22-Jun-11  
 Last Update: 6/21/2011

Units Type	# Units	Percent Of Total	Utility Allowance	Net Rents	Sect. 42 Rent (total)	Sect. 42 Max. Rent	% of Max. Rent	Annual Rent	% of Total	Square Feet	One Bed Per/SF
1BR-30%	0	0.0%	\$36	\$0	\$36	\$381	9%	\$0	0.0%	642	\$0.00
Eff- 40%	0	0.0%	\$36	\$0	\$36	\$474	0%	\$0	0.0%	540	\$0.00
Eff- 40%	0	0.0%	\$36	\$0	\$36	\$474	0%	\$0	0.0%	579	\$0.00
1BR-40%	0	0.0%	\$36	\$0	\$36	\$508	7%	\$0	0.0%	642	\$0.00
1BR-50%	10	30.3%	\$36	\$625	\$661	\$678	97%	\$75,000	20.0%	642	\$0.97
1BR-60%	0	0.0%	\$36	\$0	\$36	\$814	4%	\$0	0.0%	642	\$0.00
1BR-Market	1	3.0%	\$0	\$950	\$36	\$0	0%	\$11,400	3.0%	642	\$1.48
1BR-Market	1	3.0%	\$0	\$950	\$0	\$0	0%	\$11,400	3.0%	691	\$1.37
2BR-Market	9	27.3%	\$0	\$1,100	\$0	\$0	0%	\$118,800	31.7%	908	
2BR-Market	12	36.4%	\$0	\$1,100	\$0	\$0	0%	\$158,400	42.2%	954	
2BR-Market	0	0.0%	\$0	\$0	\$0	\$0	0%	\$0	0.0%	960	
2BR-60%	0	0.0%	\$44	\$820	\$864	\$976	89%	\$0	0.0%	958	
2BR-60%	0	0.0%	\$44	\$0	\$864	\$976	89%	\$0	0.0%	1,074	
2BR-60%											

<b>Total</b>	<b>33</b>	<b>100.0%</b>	<b>27,373</b>	<b>\$947</b>				<b>\$375,000</b>	<b>100.0%</b>	<b>27,373</b>	
Market Rate Units	23	69.70%	0					\$375,000	100.0%		
9% Basis Eligible	10	30.30%	0.00%								

P&L Summary	Assumptions	\$\$\$	Per Unit Month	% of Net Revenue	Notes:
Potential Rental Revenue		\$375,000	\$947	104.4%	
Vacancy	5.0%	(\$18,750)	(\$47)	-5.2%	
Net Rents		\$356,250	\$900	99.2%	
Laundry Revenue	\$7.58	\$3,000	\$8	0.8%	
Other Revenue -	\$0	\$0	\$0	0.0%	
<b>Total Net Revenue</b>		<b>\$359,250</b>	<b>\$907</b>	<b>100.0%</b>	
Operating Expenses	\$4,725 per unit/yr -43.4%	\$155,925	\$394	43.4%	
NOI	\$513	\$203,325	\$513	56.6%	1 Bed 12 36.4%
check		\$0			2 Bed 21 63.6%
Reserves	\$250 per unit/yr	(\$6,250)	(\$21)	-2.3%	Total 33 100.0%
Asset Management Fee (Tax Credit Buyer)	\$0 \$4,975	\$0	\$0	0.0%	30% 0 0.0%
					40% 0 0.0%
Cash Flow Available for Debt Service		\$195,075	\$493	54.3%	50% 10 30.3%
Implied Cap Rate	4.72%				60% 0 0.0%
P&I		(\$168,726)	(\$426)	-47.0%	Market 23 69.7%
					Total 33 100.0%
<b>Cash Flow Available for Distribution</b>		<b>\$26,349</b>	<b>\$67</b>	<b>7.3%</b>	

**Pro Forma**  
**JFS Brown Deer Phase 2 - 4% bond deal**  
**Cost Schedule and Basis Calculation**  
 Print Date: 22-Jun-11  
 Last Update: 6/21/2011

# of Apt. Units	Units	Total Cost	9.0% Eligible Basis	Cost Per Unit	Cost PSF (Ex. Gar.)	Comments:
33	33		100.00%	33	\$2,995	
<b>Cost Pro Forma</b>						
Parcel 1	-	-	-	\$0	\$0.00	contributed by Brown Deer
Parcel 2	-	-	-	\$0	\$0.00	
Demolition	-	-	-	\$0	\$0.00	
Basis reduction re:	-	-	-	\$0	\$0.00	
Total Land Costs	-	-	-	\$0	\$0.00	
New Construction - Hard Costs	33	2,700,000	2,700,000	\$81,818	\$81.83	
Contingency	5.0%	167,500	167,500	\$5,076	\$5.08	
Construction Management		175,000	175,000	\$5,303	\$5.30	
Builders Overhead		50,000	50,000	\$1,515	\$1.52	
General Requirements		175,000	175,000	\$5,303	\$5.30	
Payment & Perf. Bonds/LC Fee		40,000	40,000	\$1,212	\$1.21	
<b>Total Building Costs</b>		<b>3,307,500</b>	<b>3,307,500</b>	<b>\$100,227</b>	<b>\$100.24</b>	
construction contract amount		3,307,500				
owner's contingency		-				
Site Work		200,000	200,000	\$6,061	\$6.06	
Off Site Improvements		-	-	\$0	\$0.00	
Landscaping		30,000	30,000	\$908	\$0.91	
Total Site Work		230,000	230,000	\$6,970	\$6.97	
Subtotal Construction Costs		3,537,500		\$107,197	\$107.21	
Personal Property - PPE		30,000	30,000	\$909	\$0.91	
Total Construction Costs		3,567,500		\$108,106	\$108.12	
Const. Loan Fees & Expenses		50,000		\$1,515	\$1.52	
Perm Loan Fee/Expenses		50,000		\$1,515	\$1.52	
Title & Recording		5,000		\$152	\$0.15	
Issuance/Other Charges		5,000		\$152	\$0.15	
Bond Counsel		20,000		\$606	\$0.61	
Total Financing Fees		130,000		\$3,938	\$3.94	
Development Fee				\$0	\$0.00	
Accounting		5,000	5,000	\$152	\$0.15	
Legal Building		30,000	30,000	\$908	\$0.91	
Subtotal Soft Costs		35,000	35,000	\$1,061	\$1.06	
Construction Interest		50,000	50,000	\$1,515	\$1.52	
Construction Loan Expenses		10,000	10,000	\$308	\$0.30	
Architectural/Structural Engineering		150,000	150,000	\$4,545	\$4.55	
Civil Engineering		10,000	10,000	\$303	\$0.30	
Consultants		-	-	\$0	\$0.00	
Inspection and Plan Reviews		6,000	6,000	\$182	\$0.18	
Construction Insurance		10,000	10,000	\$303	\$0.30	
Real Estate Taxes During Construction		5,000	5,000	\$152	\$0.15	
Engineering - Consultants		2,500	2,500	\$76	\$0.08	
Title & Recording		2,500	2,500	\$76	\$0.08	
City Impact Fees		-	-	\$0	\$0.00	
Survey		5,000	5,000	\$152	\$0.15	
Market Study		5,000	5,000	\$152	\$0.15	
Appraisal		5,000	5,000	\$152	\$0.15	
Environmental		2,500	2,500	\$76	\$0.08	
Tax Accounting		2,500	2,500	\$76	\$0.08	
Cost Certification		10,000	10,000	\$303	\$0.30	
Misc./Contingency		25,000	25,000	\$758	\$0.76	
Subtotal Building Soft Costs		301,000	301,000	\$9,121	\$9.12	
Organizational - Legal		1,000		\$30	\$0.03	
Organizational - Accounting		1,000		\$30	\$0.03	
Syndication - Legal		-		\$0	\$0.00	
Syndication - Accounting/Opinion		-		\$0	\$0.00	
Tax Credit Fee (10% + costs)		3,855		\$117	\$0.12	
Oakbrook Design/Programming Serv		10,500	10,500	\$318	\$0.32	
Lease Commission - Residential		20,750		\$629	\$0.63	
Rent up/Marketing - Residential		5,000		\$152	\$0.15	
Subtotal Other Soft Costs		42,105	10,500	\$1,276	\$1.28	
Subtotal Soft Costs Before Reserves		508,105	346,500	\$15,397	\$15.40	
Post Construction Interest Expense		60,000		\$1,818	\$1.82	
Operating Reserve		-		\$0	\$0.00	
Replacement Reserve		-		\$0	\$0.00	
Debt Service Reserve		-		\$0	\$0.00	
Total Reserves		60,000		\$1,818	\$1.82	
Total Soft Costs		568,105	346,500	\$17,215	\$17.22	
Total Net Project Costs		4,135,605	3,914,000	\$123,321	\$123.34	

Capital Structure

<b>Operating Proforma</b>	
<b>JFS Brown Deer Phase 2 - 4% bond deal</b>	
<b>Capital Structure</b>	
Print Date:	22-Jun-11
Last Update:	6/21/2011

<b>Perm. Sources:</b>		
1st. Mtg. (Perm) Conventional Tax Credit Loan		2,675,000
Equity		910,605
3rd. Mtg.		-
Brown Deer TIF Estimate		-
HOME funds		550,000
Fees Deferred		-
GAP/Other Subsidies		-
Cash Flow		-
1st Equity Pay in	15%	-
2nd Equity Pay in	60%	-
3rd Equity Pay in	20%	-
4th Equity Pay in	5%	-
	100%	-
<b>Total</b>		<b>4,135,605</b>
check		-
<b>Uses:</b>		
Estimated Project Cost	<b>Cap Rate</b> 4.72%	4,135,605
cost per unit		\$125,321

32  
5.05%

<b>Tax Credit Calculation:</b>	
Eligible Building Basis	\$3,914,000
QCT Multiplier	1.00
Eligible Basis	\$3,914,000
Applicable Fraction (estimate)	30.30%
Qualified Basis	\$1,186,061
Credit Percentage	3.25%
Potential Annual Credit	\$38,547
Credit Reserved	\$38,547
# of Years	10
Gross Credits	\$385,470
Price Per LIH Credit	\$0.00
Investor Percentage	99.99%
<b>Tax Credit Equity Proceeds</b>	<b>\$0</b>
	\$0.00

<b>Development Fee Paid</b>	
	-
Development Fee #1	0
Development Fee #2	0
Development Fee #3	0
Development Fee #4	0
Total Paid	0
Total Deferred	-
<b>Total Development Fee</b>	<b>0</b>

<b>Construction Sources</b>	
1st. Mtg. (Perm) Conventional Tax Credit Loan	2,675,000
Brown Deer TIF Estimate	-
HOME funds	550,000
GAP/Other Subsidies	-
3rd and 4th Development Fee	-
Fees Deferred	-
1st Equity Pay in	15%
<b>Construction/Bridge Loan</b>	<b>910,605</b>
<b>Total</b>	<b>4,135,605</b>
<b>Uses</b>	
<b>Construction Uses</b>	<b>4,135,605</b>

<b>TIF Calculation</b>	
Units	33
Stipulated Value	50,000
Implied Value	1,650,000
Percentage	15.91%
<b>TIF Proceeds</b>	<b>262,515</b>

DATE: July 1, 2011

TO: Lee Holloway, Chairman, County Board of Supervisors

FROM: Pamela Bryant, Interim Fiscal and Budget Administrator, Department of Administrative Services

SUBJECT: Due Diligence Report for the allocation of funds from the Special Needs Housing Program (SNHP) to Milwaukee Center for Independence (MCFI)/ Transitional Living Services (TLS) for a supportive housing development.

### **Request**

The Department of Administrative Services is recommending approval of a \$272,000 grant from the Special Needs Housing Capital Project to the Highland Commons Project in West Allis to provide 50 permanent supportive housing units for Milwaukee County Behavioral Health clients.

### **Background**

Transitional Living Services (TLS), a non-profit organization and affiliate of the Milwaukee Center for Independence (MCFI), has provided support services in the community for over 40 years. ~~The~~ organization currently owns 22 group homes and supported apartments for people living with serious and persistent mental illness. For more than 20 years, TLS has worked with Milwaukee County to provide support services to BHD clients.

In 2007, WHEDA filed a foreclosure action against Tri-Corp Housing Inc. owner of New Samaria, which is a rooming house for people with mental illness and substance abuse problems. The company was also delinquent on its payments to WE Energies, who threatened to disconnect the utilities at this facility. Had this occurred, there would have been a loss of housing for 70 residents. To preserve the property and continue operations, New Samaria was placed under the receivership of Cardinal Capital Management, Inc. in 2008.

In order to provide better housing opportunities for mentally ill clients, Cardinal Capital Management, Inc. collaborated with Transitional Living Services (TLS) to construct Highland Commons, a 50 unit permanent supportive housing development for residents who have been diagnosed with severe and persistent mental illness. This will be the first supportive housing development outside the limits of the City of Milwaukee. TLS will provide services that offer mental health education, medication management, wellness recovery action plans (WRAP), community involvement, socialization and leisure activities, and functional literacy groups.

### **Review & Analysis**

The Department of Administrative Services (DAS) - Fiscal Affairs has reviewed the project proposal from MCFI/TLS and prepared the analysis that follows:

The total project costs for the 50-unit permanent supportive housing development is \$9,426,375. The original request from MCFI/TLS was for an allocation of \$300,000 from the Special Needs Housing Fund (SNHF). At the beginning of 2011, there was approximately \$632,000 remaining in this fund. In March and April of 2011, the County Board approved the allocation of \$260,000 for the Autumn West Project and \$100,000 for UMCS Phase III, reducing the amount remaining in the SNHF to its current balance of \$272,000. As a result, the project will have a gap of approximately \$29,528. However, Cardinal Capital Management, Inc. has determined that developer fees would be reduced by \$29,528 in order to cover the remaining project balance. Deferring this fee will not have a negative impact on the developer. Once the facility is occupied, a portion of the net cash flow for the next couple of years would be used to pay the deferred developer fees.

The funding requested from Milwaukee County would be used to support the construction of the 50-units that will be located at the existing New Samaria development located at 6700 West Beloit Road in West Allis, Wisconsin. The organization will also receive funding from the following sources:

- \$8,239,847 in Tax Credits
- \$785,000 in permanent financing from the Wisconsin Housing and Economic Development Authority (WHEDA)
- \$100,000 from the City of West Allis' Neighborhood Stabilization Fund

Cardinal Capital Management, Inc., the primary developer on this project, has worked on several housing projects for people with special needs. In 2007, the County Board approved the allocation of \$500,000 for the construction of United House, a 24 unit supportive housing development for BHD clients, where Cardinal Capital Management, Inc. worked as the developer on this project with United Christian Church. The developer has also constructed other special needs housing facilities in Milwaukee County such as, Empowerment Village-National (Opened January 2011), Empowerment Village- Lincoln (Opens September 2011), and Veteran's Manor (Opened Memorial Day 2011).

### **Cash Flow Projection**

The first years projected cash flow from this project is approximately \$28,536. This cash flow projection assumes that 100% of the units will be filled, with a monthly rent payment of \$690 resulting in annual rental income of \$414,000. All of the units will be subsidized through Section 8 housing vouchers, where residents pay 30% of their adjusted gross income as rent. The primary source of income for most of these residents would be social security disability income.

Although it is expected that all units will be filled, this projection also includes a 7% vacancy allowance resulting in a decrease in rental revenue of \$28,980, for a total annual rental income projection of \$385,020.

In addition to the vacancy allowance, this projection also assumes a project operating budget of \$261,251 and debt service costs of \$95,233 for a total net cash flow of \$28,536 for the first year. The table below illustrates the cash flow projection for the next 20 years.

Year	1	2	3	4	5	6	7	8	9	10
Net Rental/Other Income	385,020	392,720	400,574	408,585	416,757	425,092	433,594	442,266	451,111	460,133
Total Operating Expenses	261,251	269,089	277,162	285,477	294,041	302,862	311,948	321,306	330,945	340,873
Debt Service	95,233	95,233	95,233	95,233	95,233	95,233	95,233	95,233	95,233	95,233
Net Cash Flow	28,536	28,398	28,179	27,875	27,483	26,997	26,413	25,727	24,933	24,027

Year	11	12	13	14	15	16	17	18	19	20
Net Rental/Other Income	469,336	478,723	488,297	498,063	508,024	518,184	528,548	539,119	549,901	560,899
Total Operating Expenses	351,099	361,632	372,481	383,655	395,165	407,020	419,231	431,808	444,762	458,105
Debt Service	95,233	95,233	95,233	95,233	95,233	0	0	0	0	0
Net Cash Flow	23,004	21,858	20,583	19,175	17,626	111,164	109,317	107,311	105,139	102,794

### Financial Impact

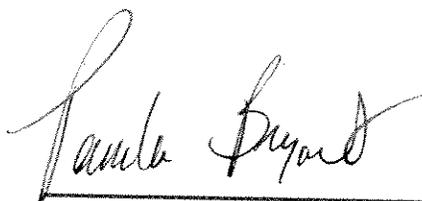
A total of \$3,000,000 has been allocated to the Special Needs Housing Fund since its inception in 2007. There is approximately \$272,000 remaining in this fund.

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 MCFI/TLS for \$272,000 will reduce the amount remaining in the SNFH to \$0.

### Recommendation

The DAS is recommending approval of the \$272,000 grant to MCFI/TLS for the Highland Commons development with the following conditions:

- Cardinal Capital Management, Inc. and MCFI/TLS will provide formal documentation that all funds have been received prior to the release of the \$272,000 grant from Milwaukee County.
- Development agreement includes language that specifies that all 50 units will be designated for BHD clients.
- 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 \$272,000, whichever is greater.



Pamela Bryant, Interim Fiscal and Budget Administrator

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**(ITEM NO. ) : The Department of Administrative Services is recommending approval of the attached resolution for a \$272,000 grant from the County’s Special Needs Housing Program (SNHP) for the Highland Commons Project in West Allis to provide fifty 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, the Milwaukee Center for Independence (MCFI)/Transitional Living Services (TLS) has requested a grant of \$300,000 from the County’s SNHP, for the Highland Commons project, that would provide fifty 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, at the beginning of 2011, there was approximately \$632,000 remaining in the Special Needs Housing Fund (SNHF), and the County Board approved the allocation of \$360,000 for two supportive housing developments reducing the County’s Housing Trust Fund to its current balance of \$272,000; and

WHEREAS based on the remaining balance in the County’s Housing Trust Fund, the Highland Commons project will only receive \$272,000; 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

BE IT FURTHER RESOLVED, that based on the requirements set forth in Resolution 07-74, Milwaukee Center for Independence (MCFI)/Transitional Living Services (TLS) receives a grant of \$272,000 for the Highland Commons project contingent on the following:

- Cardinal Capital Management, Inc. and MCFI/TLS will provide formal documentation that all funds have been received prior to the release of the \$272,000 grant from Milwaukee County
- Development agreement includes language that specifies that all 50 units will be designated for BHD clients.
- 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 \$272,000, whichever is greater.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 7/1/11

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From the Department of Administrative Services recommending approval of a \$272,000 grant from the County's Special Needs Housing Program for the Highland Commons Project in West Allis to provide fifty permanent supportive housing units for Milwaukee County Behavioral Health clients.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input checked="" 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	272,000	0
	Revenue	272,000	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

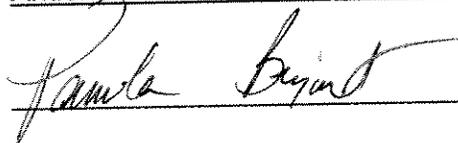
## DESCRIPTION OF FISCAL EFFECT

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 Department of Administrative Services is recommending approval of a \$272,000 grant from the County's Housing Trust Fund for the Highland Commons Project in West Allis to provide fifty permanent supportive housing units for Milwaukee County Behavioral Health clients.
- B. This will have no direct fiscal impact on the County.
- C. There is no tax levy impact.
- D. No assumptions were made.

Department/Prepared By Antionette Thomas-Bailey

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.

INTER-OFFICE COMMUNICATION

DATE: June 30, 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 June 30, 2011.

---

Craig C. Dillmann, Manager  
Real Estate Services

Meeting Date: July 18, 2011

cc. Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Jack Takerian, Director of Transportation and Public Works  
Josh Fudge, Fiscal Management Analyst

**REAL ESTATE SERVICES DIVISION**

EXCESS LAND SALES STATUS REPORT

Period ending June 30, 2011

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

Property	Committee Date	Closed	Gross 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	Gross Proceeds
4812 South 39 <sup>th</sup> Street, Greenfield	January 24, 2011	May 5, 2011	\$ 78,900.00
5478 South Packard, Cudahy	April 11, 2011	May 31, 2011	\$ 18,000.00
4500 North Lake Drive, Shorewood	March 7, 2011	June 23, 2011	\$ 861,000.00
		<b>TOTAL</b>	<b>\$ 957,900.00</b>
		<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 2012	\$ 406,000.00 <sup>2</sup>
3672 East Lunham Avenue, St. Francis	May 16, 2011	3 <sup>rd</sup> quarter 2011	\$ 66,500.00
<b>TOTAL</b>			<b>\$ 472,500.00</b>

**GENERAL PROPERTY STATUS**

Property	Committee Date	Status	Asking Price
3231 South 122 <sup>nd</sup> Street, West Allis	Presenting offer	Available for sale	\$ 153,900.00
5414-22 South Packard Avenue, Cudahy		Available for sale	\$ 35,000.00
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>
3802 East Cudahy Avenue, Cudahy		Available for sale	\$ 38,900.00
1904 S. 94 <sup>th</sup> Street, West Allis	Offer withdrawn by buyer prior to acceptance	Available for sale	\$ 11,900.00

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 2012	Option extension granted until June 30, 2012. If Buyer exercises option closing to occur within 30 days.
3672 East Lunham	Betty Jane Gupton	3 <sup>rd</sup> quarter 2011	Buyer requested additional time to assemble the funds to close.
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: July 14, 2011

TO: Supervisor Lynne De Bruin, Chairperson  
Committee on Economic & Community Development

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

SUBJECT: Offers to purchase on a County-owned single-family house located at 3231 South 122<sup>nd</sup> Street in the City of West Allis, 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 three offers to purchase on an excess County-owned single-family house located at 3231 South 122<sup>nd</sup> Street in the City of West Allis. A copy of the recommended offers and an exhibit depicting the location of the property are attached.

The subject property, appraised at \$140,000, consists of a four-bedroom two and one half-bath house with a two-car attached garage on a 12,197 square foot lot. Milwaukee County acquired the property through tax foreclosure proceedings by the Milwaukee County Treasurer. The property is in poor condition and requires the complete remodeling of the interior. In addition, there are deferred maintenance items on the exterior of the house, including a hot tub with enclosure, a negatively pitched patio, overgrown landscaping, and the removal or replacement of an in ground swimming pool.

The first offer is from Daniel Lochner and Ann Powers in the amount of \$145,000. The offer contains a reasonable financing contingency and is subject to the buyers obtaining at their cost an inspection report containing no major defects.

The second offer is from Courtney Switalski and Kenneth Poniewaz in the amount of \$138,000. The offer contains an FHA loan financing contingency.

The third offer is from Rasool Noorani and Ashraf Noorani in the amount of \$125,000. The offer contains an FHA loan financing contingency and an inspection by a registered home inspector.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend acceptance of the above-described offer from Daniel Lochner and Ann Powers in the amount of \$145,000 as the primary offer and recommends acceptance of the offer from Courtney Switalski and Kenneth Poniewaz in the amount of \$138,000 as a secondary offer in the event that Mr. Lochner and Ms. Powers does not fulfill the requirements of their offer to purchase.

---

Craig C. Dillmann, Manager  
Real Estate Services

Meeting Date: July 18, 2011  
Attachments

cc: Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Supervisor Joe Sanfelippo, 17<sup>th</sup> District  
Jack Takerian, Director, Transportation and Public Works  
Josh Fudge, Fiscal Management Analyst

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON 6/30/11 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING  
2 BROKER) (AGENT OF BUYER AND SELLER) **STRIKE ONES NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Daniel Lochner + Ann Powers (h+w), offers  
4 to purchase the Property known as [Street Address] 3231 South 122nd Street  
5 in the City of West Allis

6 County of Milwaukee Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach  
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: one hundred forty five thousand Dollars (\$ 145,000).  
9

10 ■ EARNEST MONEY of \$ # accompanies this Offer and earnest money of \$ 1,000.00 will be  
11 mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

12 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

13 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the Purchase Price the Property, all Fixtures on the Property on  
14 the date of this Offer not excluded at lines 17-18, and the following additional items: All window treatments  
15 presently in the house, all appliances presently in house, fireplace tools

16 ■ NOT INCLUDED IN PURCHASE PRICE: None

17 CAUTION: Identify Fixtures that are on the Property (see lines 185-195) to be excluded by Seller or which are rented  
18 and will continue to be owned by the lessor.

19 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
20 included/excluded.

21 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but  
22 identical copies of the Offer.

23 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
24 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

25 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
26 on or before August 15, 2011. Seller may keep the Property  
27 on the market and accept secondary offers after binding acceptance of this Offer.

28 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

29 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF  
30 THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF  
31 MARKED N/A OR ARE LEFT BLANK.

32 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
33 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-55.

34 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
35 named at lines 50 or 53.

36  (2) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
37 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at lines 50 or 53  
38 for delivery to the Party's delivery address at lines 51 or 54.

39  (3) **Fax**: fax transmission of the document or written notice to the following telephone number:  
40 Buyer: ( 914 ) 921-0881 Seller: ( 414 ) 223-1917

41  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
42 or to the Party's recipient for delivery if named at lines 50 or 53 for delivery to the Party's delivery address at lines  
43 51 or 54.

44  (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at lines  
45 52 or 55. If this is a consumer transaction where the property being purchased is used primarily for personal, family or  
46 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of  
47 electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

48 Seller's recipient for delivery (optional): Gerald Baker

49 Delivery address for Seller: 2711 West Wells Street, 3rd Floor, Milwaukee, WI 53208

50 E-Mail address for Seller (optional): gerald.baker@milwcnty.com

51 Buyer's recipient for delivery (optional): Cheryl Bennet - Coldwell Banker HSR

52 Delivery address for Buyer: 7801 S Howard #102 Oak Creek WI 53154

53 E-Mail address for Buyer (optional): CherylAnnBennet@aol.com

54 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
55 constitutes Personal Delivery to, or Actual Receipt by all Buyers or Sellers.



AP 02  
September 7  
August 31, 2011

115 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_ at the place  
116 selected by Seller, unless otherwise agreed by the Parties in writing.

117 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing  
118 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
119 assessments, fuel and NONE

120 **CAUTION: Provide basis for fuel prorations if date of closing value will not be used.**  
121 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Net  
122 general real estate taxes (defined as general property taxes after state tax credits and lottery credits are deducted) shall be  
123 prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 124  The net general real estate taxes for the preceding year, or the current year if available (NOTE: THIS CHOICE
- 125 APPLIES IF NO BOX IS CHECKED)
- 126  Current assessment times current mill rate (current means as of the date of closing)
- 127  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
- 128 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 129  **Tax exempt for current year, no proration needed**

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

134  Buyer and Seller agree to re-prorate the real estate taxes, within 30 days after the actual tax bill is received for the  
135 year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer and Seller agree this is a post-closing  
136 obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this  
137 transaction.

138 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
139 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
140 (written) (oral) **STRIKE ONE** lease(s), if any, are no leases  
141 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 438-444 or attach as an addendum per line 436.

142 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **STRIKE ONE** exempt from State of Wisconsin Rental  
143 Weatherization Standards (Wis. Admin. Code Ch. Comm 67). (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken)  
144 will be responsible for compliance, including all costs, with applicable Rental Weatherization Standards (Wis. Admin. Code  
145 Ch. Comm 67). If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

146 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
147 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
148 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for  
149 example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. §  
150 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after  
151 acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A  
152 prospective Buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day  
153 period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer  
154 may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of  
155 the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for  
156 additional information regarding rescission rights.

157 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
158 notice or knowledge of conditions affecting the Property or transaction (lines 66-113) other than those identified in Seller's  
159 Real Estate Condition Report dated \_\_\_\_\_ report exempt, which was received by Buyer prior to Buyer  
160 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
161 Buyer relies on inspections made by themselves, their agents, contractors, and/or  
162 representatives and purchases the subject property in its "as is" condition. Seller makes  
163 no warranties nor guarantees as to the condition of the subject property, mechanicals, nor  
164 appliances. **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Acceptance of this offer and sale of the subject  
166 property is subject to the approval of the Milwaukee County Board of Supervisors and the  
167 County Executive.  
168 Buyer(s) is/are responsible for obtaining environmental testing, if they desire, at  
169 Buyer's cost and Buyer(s) shall not hold Seller liable for any environmental contamination  
170 found on property.

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-6.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
 199 rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various  
 200 formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon  
 201 the formula used.

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

204 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller  
 205 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant  
 206 change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any  
 207 defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

208 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 209 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 210 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling  
 211 price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer.  
 212 No later than closing, Seller shall provide Buyer with lien waivers for all repairs and restoration. If the damage shall exceed  
 213 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 214 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 215 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible  
 216 on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds  
 217 shall be held in trust for the sole purpose of restoring the Property.

Property Address: 3231 South 122nd Street, West Allis, WI

IF LINE 219 IS NOT MARKED OR IS MARKED N/A LINES 259-265 APPLY.

218

219  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Conventional  
220 **[INSERT LOAN PROGRAM OR SOURCE]** first mortgage loan commitment as described below, within 30 days of  
221 acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 116,000 for a term  
222 of not less than 30 years, amortized over not less than 30 years. Initial monthly payments of principal and interest  
223 shall not exceed \$ 622.71. Monthly payments may also include 1/12th of the estimated net annual real estate taxes,  
224 hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment  
225 premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed 0 % of the loan.  
226 If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the  
227 same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to  
228 maintain the term and amortization stated above.

229 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 230 or 231.**

230  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.0 %.

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

235 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
236 165-172 or 438-444 or in an addendum attached per line 436.

237 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
238 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan  
239 described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan  
240 commitment no later than the deadline at line 220. **Buyer and Seller agree that delivery of a copy of any written loan**  
241 **commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of**  
242 **the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
243 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**  
244 **unacceptability.**

245 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to**  
246 **provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
247 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
248 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

249 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
250 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  
251 commitment.

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

259 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Buyer shall provide Seller within 7 days of acceptance written  
260 evidence from a financial institution or a third party in control of the funds, that Buyer shall have the required funds available  
261 at closing. If Buyer does not provide written evidence, Seller has the right to terminate this Offer by delivering written notice to  
262 Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller  
263 agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that  
264 this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency,  
265 nor does the right of access for an appraisal constitute a financing contingency.

266 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property  
267 appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the  
268 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This  
269 contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing  
270 broker if Property is listed, a copy of the appraisal report which indicates that the appraised value is not equal to or greater  
271 than the agreed upon purchase price. If the appraisal report does not indicate an appraised value for the Property equal to or  
272 greater than the agreed upon purchase price, Buyer may terminate this Offer upon written notice to Seller.

273 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider**  
274 **whether deadlines provide adequate time for performance.**

**DISTRIBUTION OF INFORMATION**

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

**DEFAULT**

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 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

**ENTIRE CONTRACT**

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

**NOTICE ABOUT SEX OFFENDER REGISTRY**

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

Property Address: 3231 South 122nd Street, West Allis, WI

307 **N/A** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
308 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
309 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a  
310 written waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_

311  
312 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
313 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual  
314 Receipt of said notice, this Offer shall be null and void.

315 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
316 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice  
317 prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary  
318 buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of  
319 Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance  
320 of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this offer becomes primary.

321 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
322 occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in  
323 this Offer except: **NONE**

324 \_\_\_\_\_  
325 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or  
326 deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply  
327 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

328 **TITLE EVIDENCE**  
329 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
330 (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning  
331 ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services,  
332 recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in  
333 Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and **NONE**

334 \_\_\_\_\_  
335 \_\_\_\_\_  
336 \_\_\_\_\_  
337 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
338 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

346 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
347 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
348 after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will  
349 issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that  
350 title is not acceptable for closing (see lines 356-362).

351 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
352 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title  
353 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 329-  
354 337, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
355 exceptions, as appropriate.

356 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
357 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days,  
358 to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
359 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
360 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
361 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
362 merchantable title to Buyer.

363 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 364 prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by  
 365 Buyer.

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

### 372 **EARNEST MONEY**

373 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 374 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or  
 375 otherwise disbursed as provided in the Offer.

376 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
 377 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
 378 **disbursement agreement.**

379 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 380 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest  
 381 money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the  
 382 earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 383 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 384 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 385 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or  
 386 (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to  
 387 file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees,  
 388 not to exceed \$250, prior to disbursement.

389 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 390 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior  
 391 to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If  
 392 Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding  
 393 disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential  
 394 property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
 395 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless  
 396 from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of  
 397 Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18.

398 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part  
 399 of this offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property,  
 400 other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are  
 401 hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials  
 402 from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers  
 403 and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this  
 404 Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
 405 authorization for inspections does not authorize Buyer to conduct testing of the Property. NOTE: Any contingency  
 406 authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if  
 407 environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.  
 408 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
 409 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
 410 Seller, and to listing broker if Property is listed. Seller acknowledges that certain inspections or tests may detect  
 411 environmental pollution which may be required to be reported to the Wisconsin Department of Natural  
 412 Resources.

413  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 398-412). This  
414 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which  
415 discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third  
416 party performing an inspection of entire premises and any additional inspections recommended  
417 by primary home inspector. (list any Property component(s) to be separately inspected,  
418 e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
419 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
420 from an authorized inspection performed provided they occur prior to the deadline specified at line 423.

421 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**  
422 **well as any follow-up inspection(s).**  
423 This contingency shall be deemed satisfied unless Buyer, within 10 days of acceptance, delivers to Seller, and to listing  
424 broker if Property is listed, a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in  
425 those report(s) to which Buyer objects (Notice of Defects).

426 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**  
427 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions  
428 the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

429  **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ have a right to cure the Defects. (Seller shall have a right to cure  
430 if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to  
431 Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the  
432 Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days  
433 prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
434 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers  
435 written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

436  **ADDENDA:** The attached Lead Base Paint & Add. A are made part of this Offer.

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
438 \_\_\_\_\_  
439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 \_\_\_\_\_  
443 \_\_\_\_\_  
444 \_\_\_\_\_

445 This Offer was drafted on June 30, 2011 [date] by [Licensee and Firm] Coldwell Banker HSR

446 (x) Daniel Lochner Daniel Lochner 6-30-11  
447 Buyer's Signature ▲ Print Name Here ▶ Date ▲

448 (x) Ann Powers Ann Powers 6-30-11  
449 Buyer's Signature ▲ Print Name Here ▶ Date ▲

450 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

451 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

456 (x) \_\_\_\_\_ Date ▲  
457 Seller's Signature ▲ Print Name Here ▶ Craig Dillmann Manager R.E.

458 (x) \_\_\_\_\_ Date ▲  
459 Seller's Signature ▲ Print Name Here ▶

460 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_ on  
461 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

462 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
463 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 6/30/11 ("Offer") made by Daniel Lochner + Ann Powers ("Buyer") with respect to the Property at 323 S. 122nd St, West Allis, Wisconsin (Property).

4 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 6 - 38 AND LINES 185 - 198 ARE PART OF THIS ADDENDUM IF MARKED, 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 TESTING CONTINGENCY: Broker recommends that Buyer have the Property tested for all conditions that Buyer considers material to the transaction. This Offer is contingent upon Buyer obtaining a current written report from a qualified independent expert documenting the results of the following tests which shall be done pursuant to applicable industry/government testing protocols (Note: insert tests to be performed, e.g., asbestos, mold, lead-based paint, radon, or other substances or conditions which may affect the health of occupants or the value or structure of the Property):

11 \_\_\_\_\_ within \_\_\_\_\_ days (15 days if left blank) of acceptance, at (Buyer's)(Seller's) STRIKE ONE expense (Buyer if neither is struck). Seller (shall)(shall not) STRIKE ONE have the right to cure. (Seller shall have a right to cure if no choice is indicated.) See right to cure lines 39-50.

14 WELL WATER CONTINGENCY: If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later 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 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 public water systems for safe human consumption for the following substances: bacteria (of the Coliform group) and \_\_\_\_\_

18 \_\_\_\_\_ (Note: if desired insert other substances which may affect the safety of drinking water such as: nitrates, lead, etc.) (Buyer) (Seller) STRIKE ONE (Seller if neither is struck) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the 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, 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.) See lines 39-50 regarding right to cure. (See DNR Web site: http://www.dnr.state.wi.us/org/water/dwg/priwelltp.htm for testing guidelines).

25 WELL SYSTEM INSPECTION CONTINGENCY: If the Property is served by an active well(s) other than a community well (see lines 51-55 regarding shared well agreements; see lines 77-79 regarding abandoned wells) this Offer is contingent upon Buyer receiving no later 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 installer or a licensed well driller competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not disapproved for current use. (Buyer) (Seller) STRIKE ONE (Seller if neither is struck) shall be responsible for obtaining the report(s), including all costs. 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 regarding right to cure.

32 PRIVATE SANITARY SYSTEM INSPECTION CONTINGENCY: If the Property is served by a private sanitary system this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days before closing (15 if left blank) a report dated no earlier than \_\_\_\_\_ days before the date set for closing (30 if left blank) from a county sanitarian, licensed master plumber, licensed master plumber-restricted sewer, licensed plumber designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which indicates that the private sanitary system is not disapproved for current use. (Buyer) (Seller) STRIKE ONE (Seller if neither is struck) shall be responsible for obtaining 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. 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 Each contingency selected above (testing, well water, well system or private sanitary system) shall be deemed satisfied unless Buyer, within 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 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 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 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 good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within three days prior to closing. This Offer 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 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 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 sanitary systems may be accomplished only by repairing the current private sanitary system or by replacing the current private sanitary system 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, provide Buyer with a copy of a shared well agreement which provides standards for operation, maintenance and use of the shared well for residential purposes no later than fifteen (15) days before closing. Unless this sentence is struck the agreement shall provide for the prorata cost sharing for all parcels included in the agreement. If the agreement has not already been recorded, it shall be provided in recordable form, 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 rental Certificate of Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete: CHECK A OR B (If neither is checked B is deemed checked)

59 A. All work orders required to obtain the above Certificate of Code Compliance or Occupancy Permit. Economic & Community Development - July 18, 2011 - Page 48 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 the 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 said 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 their 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, if any, is in compliance with all applicable codes 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 these 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: 3231 S. 122nd St, West Allis

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 \_\_\_\_\_ 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 lines 259-265, WB11, 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 N/A **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 N/A **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 N/A **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 indicated on the offer to purchase.

192 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

193 N/A **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 preexisting conditions which may not be covered under the warranty plan.

198 N/A **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 an "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.

201	Addendum Topic	Label	Addendum Topic	Label
202	<input checked="" type="checkbox"/> LEAD BASED PAINT	<u>S</u>	<input type="checkbox"/>	_____
203	<input type="checkbox"/> OCCUPANCY	_____	<input type="checkbox"/>	_____
204	<input type="checkbox"/> RENTAL PROPERTY	_____	<input type="checkbox"/>	_____

205 **ADDITIONAL CONTINGENCY:** This Offer is Contingent upon N/A  
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:** N/A  
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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 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 (X) AP 6/30/11 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
232 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

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**OFFER ADDENDUM S - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a  
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from  
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
4 young children may produce permanent neurological damage, including learning disabilities, reduced  
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular  
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the  
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or  
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 3231 South 122nd Street, West Allis  
11 \_\_\_\_\_, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** **Note: See Seller Obligations at lines 27 - 54 and 55 - 112.**

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or  
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: **NONE**

15 \_\_\_\_\_  
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination  
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all  
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 **NONE**  
21 \_\_\_\_\_ *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,  
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their  
24 knowledge, that the information provided by them is true and accurate.

25 (X) \_\_\_\_\_ (Date) ▲  
26 (ALL Sellers' signatures) ▲ Print Names Here ▶ **Craig Dillmann Manager R.E.** ,

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**  
28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,  
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated  
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this  
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information  
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA  
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based  
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional  
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the  
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based  
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any  
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available  
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any  
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis  
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or  
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports  
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.  
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or  
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer  
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting  
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target  
 56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,  
 57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:  
 59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
 60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
 61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
 62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
 63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
 64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
 65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
 66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
 68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
 69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
 70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
 71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
 72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller  
 74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no  
 75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
 77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:  
 79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,  
 81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under  
 82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure  
 83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes  
 84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
 86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.  
 89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as  
 90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance  
 91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred  
 93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
 95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
 97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
 99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
 100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,  
 102 abatement, etc.

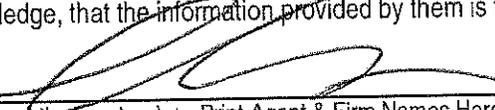
103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate  
 104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)  
 105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;  
 106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)  
 107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
 109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular  
 110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
 112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.  
117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their  
118 knowledge, that the information provided by them is true and accurate.

119 (X)  Cheryl Bennett, Coldwell Banker (Date) ▲ 6-30-11  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

121 (X) \_\_\_\_\_ (Date) ▲  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is  
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties  
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of  
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity  
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is  
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

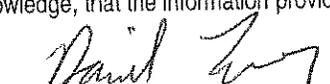
131  **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses  
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency  
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within  
135 \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice  
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report  
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure (if neither struck, Seller shall have the right to  
139 cure). If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days  
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that  
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and  
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will  
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the  
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,  
146 in conformance with the requirements of all applicable law.

147  Buyer elects the LBP contingency Buyer has attached to this Addendum S.  
148  Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
154 knowledge, that the information provided by them is true and accurate.

155 (X)  Ann Powers (Date) ▲ 6-30-11  
156 (ALL Buyers' signatures) ▲ Print Names Here ▶ Daniel Lochner Ann Powers  
157

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON 7-6-11 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING  
2 BROKER) (AGENT OF BUYER AND SELLER) **STRIKE ONES NOT APPLICABLE** Kenneth Poniewa, offers

3 **GENERAL PROVISIONS** The Buyer, Courtney Swartz, of West Allis offers  
4 to purchase the Property known as [Street Address] 3231 South 122nd Street  
5 in the West Allis City of West Allis  
6 County of Milwaukee Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach  
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: one hundred thirty eight thousand Dollars (\$ 138,000).

9 ■ EARNEST MONEY of \$ 1000 accompanies this Offer and earnest money of \$ \_\_\_\_\_ will be  
10 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or \_\_\_\_\_

11 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

12 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the Purchase Price the Property, all Fixtures on the Property on  
13 the date of this Offer not excluded at lines 17-18, and the following additional items: All window treatments  
14 presently in the house, all appliances presently in house, fireplace tools

15 ■ NOT INCLUDED IN PURCHASE PRICE: None

16 **CAUTION:** Identify Fixtures that are on the Property (see lines 185-195) to be excluded by Seller or which are rented  
17 and will continue to be owned by the lessor.

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

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but  
21 identical copies of the Offer.

22 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
23 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

24 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
25 on or before August 15, 2011. Seller may keep the Property

26 on the market and accept secondary offers after binding acceptance of this Offer.  
27 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

28 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF  
29 THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF  
30 MARKED N/A OR ARE LEFT BLANK.

31 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
32 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-55.

33 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
34 named at lines 50 or 53.

35  (2) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
36 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at lines 50 or 53  
37 for delivery to the Party's delivery address at lines 51 or 54.

38  (3) **Fax:** fax transmission of the document or written notice to the following telephone number:  
39 Buyer: (414) 278-4876 Seller: (414) 223-1917

40  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
41 or to the Party's recipient for delivery if named at lines 50 or 53 for delivery to the Party's delivery address at lines  
42 51 or 54.

43  (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at lines  
44 52 or 55. If this is a consumer transaction where the property being purchased is used primarily for personal, family or  
45 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of  
46 electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

47 Seller's recipient for delivery (optional): Gerald Baker  
48 Delivery address for Seller: 2711 West Wells Street, 3rd Floor, Milwaukee, WI 53208

49 E-Mail address for Seller (optional): \_\_\_\_\_  
50 Buyer's recipient for delivery (optional): Jennifer Buzza  
51 Delivery address for Buyer: 3215 W. 122nd St # 137, West Allis, WI 53090

52 E-Mail address for Buyer (optional): jbuza2011@aol.com  
53 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
54 constitutes Personal Delivery to, or Actual Receipt by, all Buyers or Sellers.

50 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 59 Offer at lines 165-172 or 438-444 or in an addendum attached per line 436. At time of Buyer's occupancy, Property shall be  
 60 in broom swept condition and free of all debris and personal property except for personal property belonging to current  
 61 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if  
 62 any.

63 **DEFINITIONS**

- 64 ■ **ACTUAL RECEIPT:** "Actual receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 65 written notice physically in the Party's possession, regardless of the method of delivery.
- 66 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions affecting the Property or transaction" are  
 67 defined to include:
- 68 a. Defects in the roof.  
 69 b. Defects in the electrical system.  
 70 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included  
 71 in the sale.  
 72 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).  
 73 e. Defects in the well, including unsafe well water.  
 74 f. Property is served by a joint well.  
 75 g. Defects in the septic system or other sanitary disposal system.  
 76 h. Underground or aboveground fuel storage tanks on or previously located on the property. (If "yes", the owner, by law,  
 77 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707,  
 78 whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of  
 79 unused tanks.)  
 80 i. "LP" tank on the property (specify in the additional information whether the tank is owned or leased).  
 81 j. Defects in the basement or foundation (including cracks, seepage and bulges).  
 82 k. Property is located in a floodplain, wetland or shoreland zoning area.  
 83 l. Defects in the structure of the Property.  
 84 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.  
 85 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).  
 86 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in  
 87 paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the  
 88 Property. **NOTE: specific federal lead paint disclosure requirements must be complied with in the sale of most**  
 89 **residential properties built before 1978.**  
 90 p. Presence of asbestos or asbestos-containing materials on the Property.  
 91 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
 92 substances on neighboring properties.  
 93 r. Current or previous animal, insect, termite, powder-post beetle or carpenter ant infestations.  
 94 s. Defects in a wood burning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the  
 95 Property.  
 96 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 97 without required permits.  
 98 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.  
 99 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.  
 100 w. Remodeling that may increase Property's assessed value.  
 101 x. Proposed or pending special assessments.  
 102 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 103 assessments against the real property located within the district.  
 104 z. Proposed construction of a public project that may affect the use of the Property.  
 105 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 106 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.  
 107 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.  
 108 cc. Any land division involving the Property for which required state or local permits had not been obtained.  
 109 dd. Violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on**  
 110 **all levels of all residential properties.**  
 111 oo. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 112 Property.  
 113 ff. Other defects affecting the Property.  
 114 (Definitions Continued on page 4)

30 DAYS AFTER ACCEPTANCE

115 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_, 2011 at the place  
116 selected by Seller, unless otherwise agreed by the Parties in writing.

117 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing  
118 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
119 assessments, fuel and \_\_\_\_\_ NONE \_\_\_\_\_

120 **CAUTION: Provide basis for fuel prorations if date of closing value will not be used.**  
121 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Net  
122 general real estate taxes (defined as general property taxes after state tax credits and lottery credits are deducted) shall be  
123 prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 124  The net general real estate taxes for the preceding year, or the current year if available (NOTE: THIS CHOICE
- 125 APPLIES IF NO BOX IS CHECKED)
- 126  Current assessment times current mill rate (current means as of the date of closing)
- 127  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
- 128 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 129  Tax exempt for current year, no proration needed

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

134  Buyer and Seller agree to re-prorate the real estate taxes, within 30 days after the actual tax bill is received for the  
135 year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer and Seller agree this is a post-closing  
136 obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this  
137 transaction.

138 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
139 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
140 (written) (oral) **STRIKE ONE** lease(s), if any, are no leases  
141 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 438-444 or attach as an addendum per line 436.

142 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from State of Wisconsin Rental  
143 Weatherization Standards (Wis. Admin. Code Ch. Comm 67). (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken)  
144 will be responsible for compliance, including all costs, with applicable Rental Weatherization Standards (Wis. Admin. Code  
145 Ch. Comm 67). If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

146 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
147 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never  
148 been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries. (for  
149 example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. §  
150 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after  
151 acceptance of the contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A  
152 prospective Buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day  
153 period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer  
154 may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of  
155 the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for  
156 additional information regarding rescission rights.

157 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
158 notice or knowledge of conditions affecting the Property or transaction (lines 66-113) other than those identified in Seller's  
159 Real Estate Condition Report dated \_\_\_\_\_ report exempt \_\_\_\_\_, which was received by Buyer prior to Buyer  
160 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
161 Buyer relies on inspections made by themselves, their agents, contractors, and/or  
162 representatives and purchases the subject property in its "as is" condition. Seller makes  
163 no warranties nor guarantees as to the condition of the subject property, mechanicals, nor  
164 appliances. **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Acceptance of this offer and sale of the subject  
166 property is subject to the approval of the Milwaukee County Board of Supervisors and the  
167 County Executive.  
168 Buyer(s) is/are responsible for obtaining environmental testing, if they desire, at  
169 Buyer's cost and Buyer(s) shall not hold Seller liable for any environmental contamination  
170 found on property.

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-6.

197 **PROPERTY DIMENSIONS AND SURVEYS**

Buyer acknowledges that any land, building or room dimensions, or total  
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
199 rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various  
200 formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon  
201 the formula used.

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

204 **BUYER'S PRE-CLOSING WALK-THROUGH**

Within 3 days prior to closing, at a reasonable time pre-approved by Seller  
205 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant  
206 change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any  
207 defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

208 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING**

Seller shall maintain the Property until the earlier of  
209 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
210 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling  
211 price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer.  
212 No later than closing, Seller shall provide Buyer with lien waivers for all repairs and restoration. If the damage shall exceed  
213 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
214 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
215 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible  
216 on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds  
217 shall be held in trust for the sole purpose of restoring the Property.

**IF LINE 219 IS NOT MARKED OR IS MARKED N/A LINES 259-265 APPLY.**

218  
 219  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written FHA 203K  
 220 **[INSERT LOAN PROGRAM OR SOURCE]** first mortgage loan commitment as described below, within 30 days of  
 221 acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 131,000 for a term  
 222 of not less than 30 years, amortized over not less than 30 years. Initial monthly payments of principal and interest  
 223 shall not exceed \$ 703.24. Monthly payments may also include 1/12th of the estimated net annual real estate taxes,  
 224 hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment  
 225 premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan.  
 226 If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the  
 227 same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to  
 228 maintain the term and amortization stated above.

229 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 230 or 231.**

230  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.0 %.  
 231  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
 232 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
 233 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
 234 and interest may be adjusted to reflect interest changes.

235 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
236 165-172 or 438-444 or in an addendum attached per line 436.

237 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
 238 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan  
 239 described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan  
 240 commitment no later than the deadline at line 220. Buyer and Seller agree that delivery of a copy of any written loan  
 241 commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of  
 242 the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
 243 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
 244 unacceptability.

245 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
246 provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN  
247 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS  
248 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

249 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
250 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  
251 commitment.

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

259 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Buyer shall provide Seller within 7 days of acceptance written  
 260 evidence from a financial institution or a third party in control of the funds, that Buyer shall have the required funds available  
 261 at closing. If Buyer does not provide written evidence, Seller has the right to terminate this Offer by delivering written notice to  
 262 Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller  
 263 agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that  
 264 this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency,  
 265 nor does the right of access for an appraisal constitute a financing contingency.

266 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property  
 267 appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the  
 268 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This  
 269 contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing  
 270 broker if Property is listed, a copy of the appraisal report which indicates that the appraised value is not equal to or greater  
 271 than the agreed upon purchase price. If the appraisal report does not indicate an appraised value for the Property equal to or  
 272 greater than the agreed upon purchase price, Buyer may terminate this Offer upon written notice to Seller.

273 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider  
274 whether deadlines provide adequate time for performance.**

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

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

284 If Buyer defaults, Seller may:

- 285 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 286 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
 287 actual damages.

288 If Seller defaults, Buyer may:

- 289 (1) sue for specific performance; or  
 290 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

307 **N/A** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
308 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
309 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a  
310 written waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
311

312 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
313 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual  
314 Receipt of said notice, this Offer shall be null and void.

315 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
316 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice  
317 prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary  
318 buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of  
319 Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance  
320 of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this offer becomes primary.

321 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
322 occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in  
323 this Offer except: \_\_\_\_\_  
324 \_\_\_\_\_

325 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or  
326 deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply  
327 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

328 **TITLE EVIDENCE**

329 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
330 (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning  
331 ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services,  
332 recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in  
333 Seller's Real Estate Condition Report and In this Offer, general taxes levied in the year of closing and **NONE**  
334 \_\_\_\_\_  
335 \_\_\_\_\_

336 \_\_\_\_\_ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
337 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

345 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
346 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
347 after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will  
348 issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that  
349 title is not acceptable for closing (see lines 356-362).

350 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
351 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title  
352 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 329-  
353 337, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
354 exceptions, as appropriate.

355 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
356 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days,  
357 to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
358 unable to remove said objections, Buyer shall have 5 days from receipt of notice hereof, to deliver written notice waiving the  
359 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
360 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
361 merchantable title to Buyer.  
362

363 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 364 prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by  
 365 Buyer.

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

### 372 **EARNEST MONEY**

373 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 374 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or  
 375 otherwise disbursed as provided in the Offer.

376 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the  
 377 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special  
 378 disbursement agreement.

379 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 380 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest  
 381 money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the  
 382 earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 383 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 384 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 385 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or  
 386 (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to  
 387 file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees.  
 388 not to exceed \$250, prior to disbursement.

389 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 390 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior  
 391 to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If  
 392 Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding  
 393 disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential  
 394 property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
 395 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless  
 396 from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of  
 397 Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18.

398 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part  
 399 of this offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property,  
 400 other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are  
 401 hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials  
 402 from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers  
 403 and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this  
 404 Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
 405 authorization for inspections does not authorize Buyer to conduct testing of the Property. NOTE: Any contingency  
 406 authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if  
 407 environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.  
 408 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
 409 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
 410 Seller, and to listing broker if Property is listed. Seller acknowledges that certain inspections or tests may detect  
 411 environmental pollution which may be required to be reported to the Wisconsin Department of Natural  
 412 Resources.

413 **N/A** **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 398-412). This  
414 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which  
415 discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third  
416 party performing an inspection of \_\_\_\_\_

417 \_\_\_\_\_ (list any Property component(s) to be separately inspected,  
418 e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
419 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
420 from an authorized inspection performed provided they occur prior to the deadline specified at line 423.

421 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as  
422 well as any follow-up inspection(s).**

423 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing  
424 broker if Property is listed, a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in  
425 those report(s) to which Buyer objects (Notice of Defects).

426 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**  
427 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions  
428 the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

429 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure the Defects. (Seller shall have a right to cure  
430 if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to  
431 Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the  
432 Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days  
433 prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
434 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers  
435 written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

436  **ADDENDA:** The attached Load Base Paint is/are made part of this Offer.

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
438 \_\_\_\_\_  
439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 \_\_\_\_\_  
443 \_\_\_\_\_  
444 \_\_\_\_\_

445 This Offer was drafted on 7-6-11, \_\_\_\_\_ [date] by [Licensee and Firm] J. Andrew Buzzell LIST 4/Case  
missouri

446 (x) Courtney Swiatlsh 7-6-11  
447 Buyer's Signature ▲ Print Name Here ▶ Courtney Swiatlsh Date ▲

448 (x) Kenath Pomeywar 7/6/11  
449 Buyer's Signature ▲ Print Name Here ▶ Kenath Pomeywar Date ▲

450 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

451 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

456 (x) \_\_\_\_\_  
457 Seller's Signature ▲ Print Name Here ▶ Craig Dillmann Manager R.E. Date ▲

458 (x) \_\_\_\_\_  
459 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

460 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_ on  
461 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

462 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
463 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

NATIONAL

ST.

124 TH.

ST. 50.

COOPER HIGHLANDS

COOPER HIGHLANDS

9394

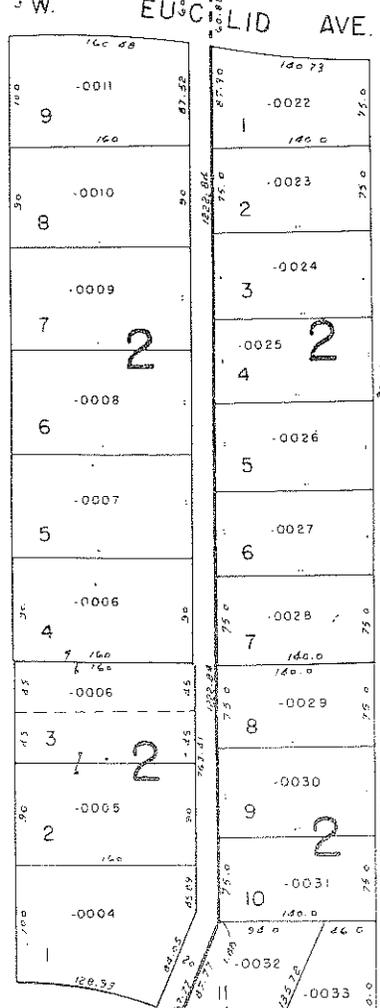
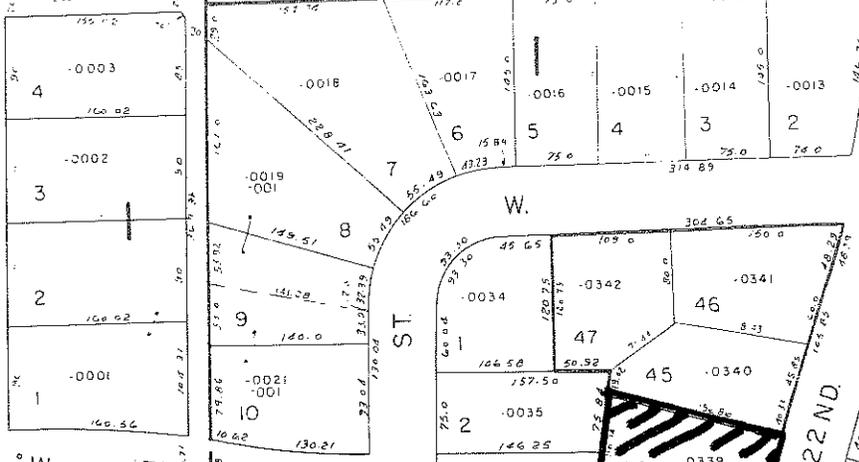
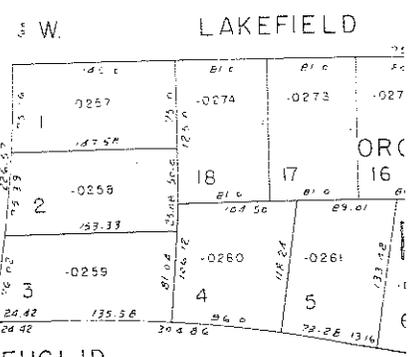
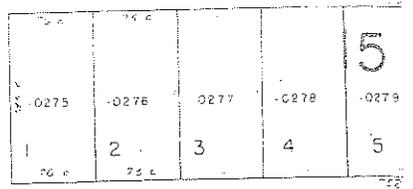
SEE PAGE

522-X

1006



ST.



**SUBJECT PROPERTY**

(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 three offers to purchase on an excess County-owned single-family house located at 3231 South 122<sup>nd</sup> Street in the City of West Allis; and,

WHEREAS, the subject property, appraised at \$140,000, consists of a four-bedroom two and one half-bath house with a two-car attached garage on a 12,197 square foot lot; and

WHEREAS, Milwaukee County acquired the property through tax foreclosure proceedings by the Milwaukee County Treasurer; and

WHEREAS, the property is in poor condition and requires the complete remodeling of the interior. In addition, there are deferred maintenance items on the exterior of the house, including a hot tub with enclosure, a negatively pitched patio, overgrown landscaping, and the removal or replacement of an in ground swimming pool; and

WHEREAS, the first offer is from Daniel Lochner and Ann Powers in the amount of \$145,000. The offer contains a reasonable financing contingency and is subject to the buyers obtaining at their cost an inspection report containing no major defects; and

WHEREAS, the second offer is from Courtney Switalski and Kenneth Poniewaz in the amount of \$138,000. The offer contains an FHA loan financing contingency; and

WHEREAS, the third offer is from Rasool Noorani and Ashraf Noorani in the amount of \$125,000. The offer contains an FHA loan financing contingency and an inspection by a registered home inspector; and

WHEREAS, the Committee on Economic and Community Development at their meeting on July 18, 2011, recommended acceptance of the above-described offer from Daniel Lochner and Ann Powers in the amount of \$145,000 as the primary offer and acceptance of the offer from Courtney Switalski and Kenneth Poniewaz in the amount of \$138,000 as a secondary offer in the event that Mr. Lochner and Ms. Powers does not fulfill the requirements of their offer to purchase; now, therefore,

BE IT RESOLVED, that the Manager of Real Estate Services is hereby authorized to

46 sign the above described offer to purchase from Daniel Lochner and Ann Powers as a  
47 primary offer and the offer from Courtney Switalski and Kenneth Poniewaz as a secondary  
48 offer; and

49

50 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are  
51 hereby authorized to convey by Warranty Deed the subject property located at 3231 South  
52 122<sup>nd</sup> Street in the City of West Allis to Daniel Lochner and Ann Powers and/or assigns for  
53 the consideration of \$145,000, pursuant to the terms and conditions of their offer to  
54 purchase; and

55

56 BE IT FURTHER RESOLVED, that in the event Daniel Lochner and Ann Powers do  
57 not fulfill the terms and conditions of their offer to purchase the County Executive and the  
58 County Clerk are hereby authorized to convey by Warranty Deed the subject property  
59 located at 3231 South 122<sup>nd</sup> Street in the City of West Allis to Courtney Switalski and  
60 Kenneth Poniewaz and/or assigns for the consideration of \$138,000, pursuant to the terms  
61 and conditions of their offer to purchase; and

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** July 5, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Offers to purchase on a County-owned single-family house located at 3231 South 122<sup>nd</sup> Street in the City of West Allis, 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	\$ 6,000	
	Revenue	\$ 145,000	
	Net Cost	- \$ 139,000	
<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 Transportation and Public Works/Gerald Baker

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.

INTER-OFFICE COMMUNICATION

DATE: June 30, 2011

TO: Supervisor Lynne De Bruin, Chairperson,  
Committee on Economic & Community Development

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

SUBJECT: Request from the Village of Bayside to acquire a vacant County-owned remnant parcel of land located at 8470 North Fielding Road, Bayside, 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 has received a request from the Village of Bayside to acquire an excess County-owned parcel of vacant land located at 8470 North Fielding Road in the Village of Bayside. A copy of the written request and an exhibit depicting the location of the parcel are attached.

The subject parcel is an unbuildable corner lot in a residential subdivision. The Milwaukee County Treasurer acquired the parcel through tax foreclosure proceedings. The parcel contains a deed restriction, imposed by a previous owner, which limits the use of the parcel to park, parkway, and recreation use only (open green space) and prohibits the reconveyance of the parcel for less than \$9000.

The unbuildable status and deed restriction renders the parcel unmarketable for development. The Village of Bayside (“Village”) is aware of the deed restriction but would like to acquire the parcel at no cost in its “as-is” condition. The Village intends to continue use of the parcel as an open green space and will be responsible for future maintenance of the parcel, thus eliminating an ongoing financial liability to the County. Corporation Counsel has indicated nothing prohibits the County from conveying the parcel to the Village with the deed restriction.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board of Supervisors conveyance of the above-described parcel to the Village of Bayside by quit-claim deed, at no cost, in its “as-is” subsoil and environmental condition and subject to the existing deed restriction.

FISCAL NOTE:

No sales proceeds will be realized, since it’s being conveyed for no monetary compensation. Conveyance of subject parcel will reduce maintenance expenses.

---

Craig C. Dillmann, Manager  
Real Estate Services

Meeting Date: July 18, 2011  
Attachments

cc: Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Supervisor Joseph A. Rice, 6th District  
Jack Takerian, Director, Transportation and Public Works  
Josh Fudge, Fiscal Management Analyst



June 29, 2011

Craig Dillmann, Manager of Real Estate Services  
Milwaukee County Real Estate Division  
West Wells Street, 3<sup>rd</sup> Floor  
Milwaukee, WI 53208

**Re: Acquisition of the Vacant County Owned Lot Located at North Fielding Road & East Buttles Place  
(Parcel #: 054-0263)**

Dear Mr. Dillmann,

The Village of Bayside is interested in acquiring the above mentioned vacant lot in order to maintain the property in accordance with Village Code. The acquisition of this lot would ensure it is maintained to the same standards required by Village Code for all residential and commercial properties.

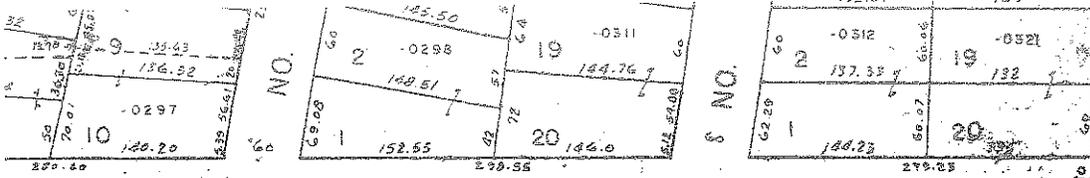
The acquisition of this lot by the Village for no monetary consideration would relieve the County of the burden of having to properly maintain the lot to the standards of Village Code and would eliminate the liability burden of owning an unbuildable parcel of land with little to no market value. In addition, the Village accepts the parcel as-is and intends to leave the area as an open green space and would be responsible for the maintenance.

I respectfully request that you help facilitate the acquisition process of the aforementioned property by the Village of Bayside. Please let me know if you have any questions or concerns. I appreciate your help and look forward to hearing from you.

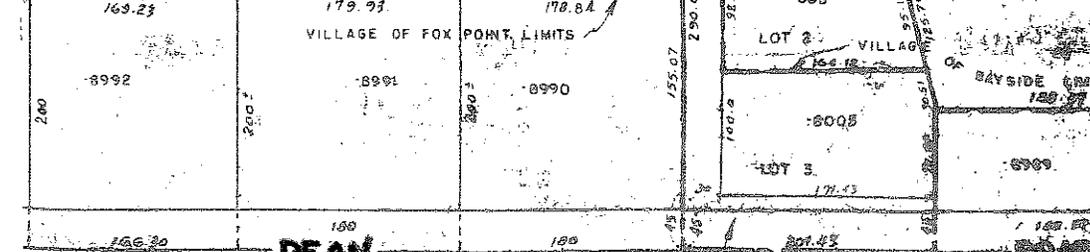
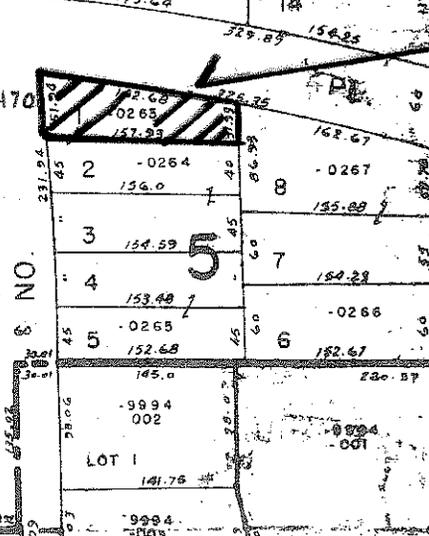
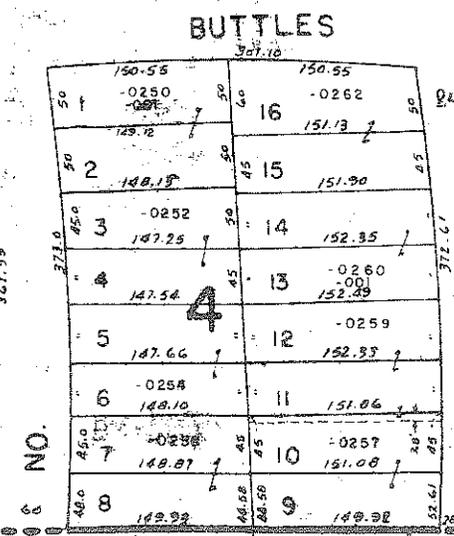
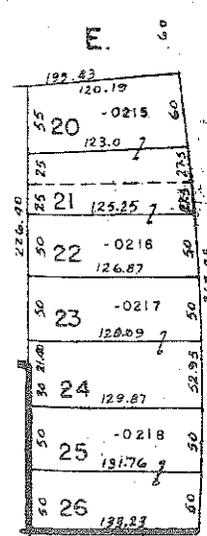
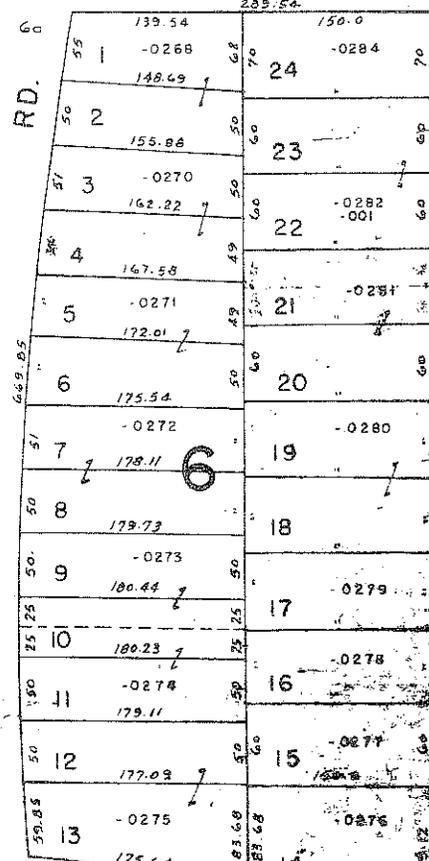
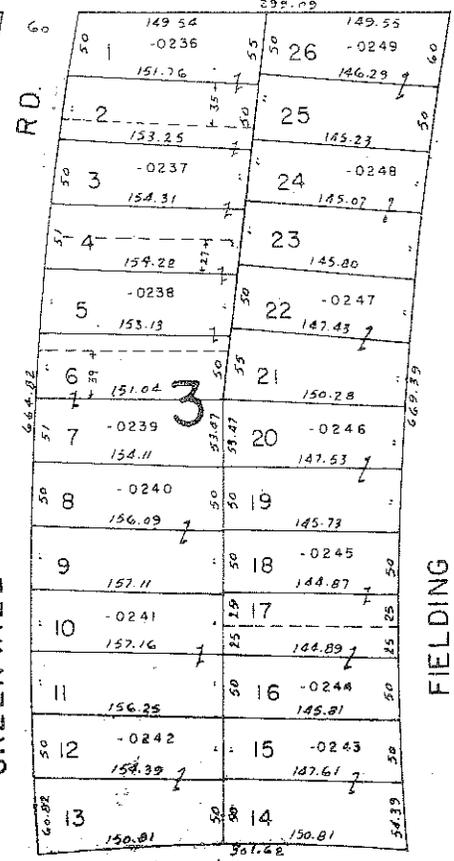
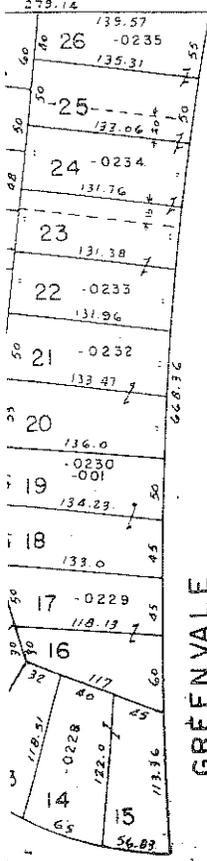
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andrew K. Pederson".

Andrew K. Pederson, Village Manager  
Village of Bayside



WABASH PL.



DEAN

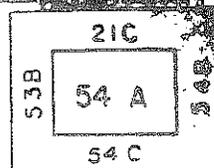
CERTIFIED SURVEY MAP NO. 111

T. 8 N. R. 22 E

Economic & Community Development July 18, 2011 - Page 72

DR. PELHAM HEATH  
LAKE DR.

**SUBJECT PROPERTY**



(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 a request from the Village of Bayside to acquire an excess County-owned parcel of vacant land located at 8470 North Fielding Road in the Village of Bayside; and

WHEREAS, the subject parcel is an unbuildable corner lot in a residential subdivision; and

WHEREAS, the Milwaukee County Treasurer acquired the parcel through tax foreclosure proceedings; and

WHEREAS, the parcel contains a deed restriction, imposed by a previous owner, which limits the use of the parcel to park, parkway, and recreation use only (open green space) and prohibits the reconveyance of the parcel for less than \$9000; and

WHEREAS, the unbuildable status and deed restriction renders the parcel unmarketable for development; and

WHEREAS, the Village of Bayside (“Village”) is aware of the deed restriction but would like to acquire the parcel at no cost in its “as-is” condition. The Village intends to continue use of the parcel as an open green space and will be responsible for future maintenance of the parcel, thus eliminating an ongoing financial liability to the County; and

WHEREAS, Corporation Counsel has indicated nothing prohibits the County from conveying the parcel to the Village with the deed restriction; and

WHEREAS, the Committee on Economic and Community Development at their meeting on July 18, 2011, recommended conveyance of the above-described parcel of vacant land to the Village of Bayside for no monetary consideration; now, therefore,

BE IT RESOLVED, that the County Executive and the County Clerk are hereby authorized to convey by Quit Claim Deed the subject property located at 8470 North Fielding Road to the Village of Bayside and/or assigns for no monetary consideration.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** July 1, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request from the Village of Bayside to acquire a vacant County-owned remnant parcel of land located at 8470 North Fielding Road, Bayside, Wisconsin.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input 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 checked="" type="checkbox"/> Decrease Operating Expenditures<br><input 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		
	Revenue		
	Net Cost		
<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.

No sales proceeds will be realized, since it's being conveyed for no monetary compensation. Conveyance of subject parcel will reduce maintenance expenses.

Department/Prepared By Transportation and Public Works/ Gerald Baker

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: July 18, 2011

TO: Supervisor Lee Holloway, County Board Chair; Supervisor Lynne DeBruin, Chair, Economic & Community Development Committee; 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 Federal 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 of both public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain one Program based upon the federal Disadvantaged Business Enterprise (DBE) Program rules and standards. 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 49 CFR Part 26, also include goal-setting requirements, i.e., formulas that determine and establish participation 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 June 2011  
 July 18, 2011  
 Page 2**

That is a firm certified as Disadvantaged Business Enterprise {DBE} firm through Wisconsin's Unified Certification Program, a consortium including WI DOT, Dane County & the City of Madison. 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 consistently ensures maximum DBE participation on County projects. Either directly or indirectly, DBE participation is sought as a means of enhancing economic opportunity within our County. When, and if all else fails, prime contractors must submit documentation to prove their Good Faith Efforts (GFE) that CBDP must then review to determine approval.

Waiver Report Summary

Thus, the Milwaukee Community Business Development Partners (CBDP), Disadvantaged Business Enterprise (DBE) Waiver Report for June 2011 is as follows (see attachment with details):

<b>Total Contract \$ Amount for June 2011</b>	<b>\$1,965,675.00</b>
<b>Total Approved Waivers \$ Amount</b>	<b>\$ 66,300.00</b>
<b>Total Unapproved Waivers</b>	<b>0.00</b>
<b>Percentage of Waived for June 2011</b>	<b>3.37%</b>

**Economic & Community Development (ECD) Committee  
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**Please see attachment for details.**

Prepared by:

Mildred Hyde-Demoze  
CBDP Certification Manager

Mark Phillips  
CBDP Interim Contract Compliance Manger

Approved by:

***Freida Webb, Director***  
Freida Webb, Director

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## June 2011 Waiver Report

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
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### CBDP Approved Waivers <sup>1</sup>

Milwaukee County Zoo	Jo-Don Farms Inc.	Camel Ride	\$15,000.00	No DBEs, unique small service, revenue based
Milwaukee County Zoo	Jo-Don Farms Inc.	Pony Ride	\$30,000.00	No DBEs, unique small service, revenue based
DHHS-Delinquency & Court Services	Dr. David Smith	2-day train the trainer	\$6,500.00	Specialized qualifications, No DBEs
DHHS-Vel Phillips Juvenile Justice Center	Safe and Sound	To target first time juvenile burglary offenders	\$9,800.00	Specialized services, minority, female owned & operated
DHHS-Delinquency & Court Services	AJA Counseling Enterprises	To coordinate and provide "Youth Running from Care" training	\$5,000.00	Specialized non-profit w/ diverse staff (racial & gender)

### Contracts Issued Without CBDP Review <sup>2</sup>

None

<b>Total Contract \$ Amount for June</b>	\$1,965,675.00
<b>Total Approved Waiver \$ Amount</b>	\$66,300.00
<b>Total Unapproved Waiver \$ Amount</b>	\$0.00
<b>Percentage Waived</b>	3.37%

<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 CBDP review or approval.  
 CBDP is only made aware of these projects when accounts payable department forwards new contact information to CBDP