

Concept Description: **Aerotropolis Milwaukee – New Opportunities Arriving Daily** - 10/12

Aerotropolis Milwaukee seeks to develop an efficient, interconnected, sustainable, multi-modal freight and passenger transportation complex serving southeastern Wisconsin that has the airport at its hub. This development will emphasize southeastern Wisconsin's location within, and its connectivity to, the greater national and international economies.

Efficient and interconnected transportation mobility is critical in supporting economic development in southeastern Wisconsin. Such capabilities support the growth of economic clusters such as water technologies, food and beverage processing, biomedical research and production, advanced manufacturing, information technology and others. It facilitates the free flow of capital, raw materials, finished products, and people. Providing a diversified and interconnected multi-modal transportation infrastructure will improve a region's ability to adapt to changing economies as the modes of moving goods and people accordingly fluctuate over time. It will also lead to related real estate developments in the region to take advantage of the benefits of these capabilities.

Aerotropolis Milwaukee seeks efficient intermodal connectivity among the four main modes of transportation it has – road, air, rail, and water - by working collaboratively with various levels of business, governments and planning agencies to ensure that this will happen in the future.

Currently, the southeastern Wisconsin regional economy is inefficiently reliant primarily on either rail-to-door or freight truck transportation, mostly through northern Illinois, for the movement of goods. Aerotropolis Milwaukee supports the creation of an intermodal (road to rail) facility in Southeastern Wisconsin to replace the recently eliminated service at The Port of Milwaukee. Such a facility would reduce travel time and expense for shippers, reduce wear and tear and pollution on our roads and highways, increase the use of The Port of Milwaukee and make the broader region of the southeastern one-third of the State of Wisconsin more attractive for conducting business, and thus for increasing jobs.

Aerotropolis Milwaukee supports the long-term success and development of General Mitchell International Airport. Gathering input and support from businesses and others in the region to strengthen services at GMIA by attracting additional flights and airlines will enhance the connectivity of Milwaukee with the rest of the world, plus create greater demand to spur increased air cargo service at GMIA. Nationwide and around the world, airports are learning to look "beyond the fence" for innovative projects that will generate additional demand and revenue for the airport. These developments have been oriented towards hospitality, air cargo, foreign trade zone activity, light manufacturing, warehousing and other services which are outside of traditional airfield management activities but which benefit the operations at the airport in total.

Aerotropolis Milwaukee also supports a truly regional mass transit system that interconnects well with those of greater Chicago. This is critical for the efficient and convenient movement of employees, professionals, human beings with medical needs and also for social purposes.

Finally, as the 21-county region known as the Tri-State Alliance evolves, a fully developed Aerotropolis Milwaukee would be southeastern Wisconsin's transportation and logistics connection in the Alliance.

Aerotropolis Milwaukee is a public-private collaborative regional effort that involves input from businesses, political leaders, and policymakers. This effort strives to take a data-driven and market-based approach to transportation planning and connectivity for southeastern Wisconsin. Aerotropolis Milwaukee is managed by the Milwaukee Gateway Aerotropolis Corporation (MGAC) which is a public-private 501(c)3 non-profit corporation of which Milwaukee County is a public member. Grants from MGAC's members, foundations and government programs provide funding.

1 By Supervisor Taylor

2

Journal,
File No. 12-858

3

A RESOLUTION

4 In Support of the Knowles-Nelson Stewardship Program for Acquisition
5 of Approximately 22 Acres of Land in the City of Oak Creek.

6 WHEREAS, the City of Oak Creek has made application to receive
7 grant funding from the Knowles-Nelson Stewardship Program for the
8 acquisition of a twenty-two acre parcel to assist in the acquisition and
9 permanent conservation and public recreational purposes of approximately
10 22 acres at 9006 S. 5th Avenue ; and

11 WHEREAS, Milwaukee County values its natural areas and strives to
12 preserve the recreational and aesthetic atmosphere for its residents; and

13 WHEREAS, on April 3, 2012, the Oak Creek Common Council
14 unanimously approved and endorsed the steps needed to purchase and
15 preserve the property at 9006 South 5th Avenue and make it available to the
16 general public; now, therefore

17 BE IT RESOLVED, that Milwaukee County concurs with the City of Oak
18 Creek in full support of the Knowles-Nelson Stewardship-funded land
19 acquisition in its efforts to acquire and preserve the property at 9006 S. 5th
20 Avenue; and

21 BE IT FURTHER RESOLVED that the Milwaukee County is in no way
22 obligated to any financial or legal responsibilities related to this land
23 acquisition.
24

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/9/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Land Acquisition for Knowles-Nelson Stewardship Program

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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 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.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

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.¹ 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.

Approval of this resolution will have no fiscal impact.

Department/Prepared By Jessica Janz-McKnight, Research Analyst

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

¹ 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.

CORRESPONDENCE/MEMORANDUM

DATE: September 28, 2012 FILE REF: Milwaukee Transit Center

TO: File

FROM: Attorney Kris Hess, Bureau of Legal Services

SUBJECT: Timeline of Real Estate Title for T7N-R22E-Section 28

CONTEXT OF TIMELINE

The current Milwaukee (County) Transit Center site is located is what is legally described as:

Parts of Lots 1, 2, 3, 4 and Lot 9, Block 99 all in the Plat of the Division of 13.30 Acres off the East end of Government Lot 3 and 17.10 Acres off the East end of Government Lot 4 of Section 28, Township 7 North, Range 22 East, in the City of Milwaukee.

This memo attempts to detail the real estate history of property in question to help determine if a portion of the site is located on what may have previously been submerged lands of Lake Michigan.

EVENTS PRIOR TO WISCONSIN STATEHOOD OF MAY 29, 1848

- 1834-1835: Original Government Land Survey for Township 7 North, Range 22 East performed and completed. The original Government Land Survey includes Government Lots 3 and 4 of Section 28, Township 7 North, Range 22 East.
- The current Milwaukee Transit Center site is located in the northerly portion of what was platted out as Government Lot 3 of Section 28, Township 7 North, Range 22 East.
 - According to the original Government Land Survey the south line of Government Lot 4 (which is also the south line of Government Lot 28), was described to be a distance of 27 chains, 17 links or 1,793.22 feet from the South quarter section corner (or west line) of Section 28 to Lake Michigan.
 - The original Government Land Survey does not give the distance of the north line of Government Lot 4 (which is also the south line of Government Lot 3) from the west section line of Section 28 to Lake Michigan.
 - The original Government Land Survey does not give the distance of the north line of Government Lot 3 from the west section line of Section 28 to Lake Michigan.
 - The original Government Land Survey does described the distance for the center line of Section 28 (which is the north boundary of Government Lot 1) as 48 chains, 72 links or 3,215.52 feet from the west section line to Lake Michigan.
- 1835: Morgan L. Martin assignee of Peter Juneau deposits in the General Land Office of the United States at Green Bay a Certificate of the Register of the Land whereby it appears that full payment has been made by the said Peter Juneau for Government Lots 3 and 4 (a/k/a the fractional SW¼), Section 28, Township 7 North, Range 22 East containing 120.45 acres according to the official plat of the Government Land Survey.
- 11-28-1835: Morgan L. Martin conveys by Warranty Deed an undivided ½ interest in Government Lots 3 and 4, S28-T7N-R22E to Solomon L. Juneau as recorded in Volume A, Page 39, Milwaukee County Register of Deeds records.

- 1835-1848: During these years there was various conveyance of the property in question in Government Lot 3, S28-T7N-R22E (Block 99). A brief synopsis is given for informational purposes.
- Martin to Sherman
 - Sherman to Smith
 - Smith to Gilipin
- 8-22-1837: Morgan L. Martin and Solomon L. Juneau record "Plat of Milwaukee" (a/k/a "Plat of the Town of Milwaukee on the East Side of the River") in Volume E, Page 186, Milwaukee County Register of Deeds.
- Said plat includes Government Lots 3 & 4, Section 28, Township 7 North, R 22 East and other lands lying between the Milwaukee River and Lake Michigan. Said plat creates Blocks and Lots for the majority of lands in Government Lots 3 and 4, but leaves some lands as unplatted.
- 11-14-1842: The previously unplatted portions of the Plat of Milwaukee were subsequently platted out as the "Plat of the Division of 13.30 Acres off the East end of Government Lot 3 and 17.10 Acres off the East end of Government Lot 4 of Section 28, Township 7 North, Range 22 East" in Law Docket "C", Page 525, City of Milwaukee Records and recorded in Volume 24 City Plats, Page 5, Milwaukee County Register of Deeds office.
- This plat created Lots 1 through 9 of Block 99. It is part of these Lots in Block 99 where the current Milwaukee Transit Center site is located.
- 12-21-1842: Patent from United States of America to Morgan L. Martin for Government Lots 3 & 4, Section 28, Township 7 North, Range 22 East for a total of 120.45 acres, recorded in Volume 36, Page 570, Milwaukee County Register of Deed records.

EVENTS AFTER WISCONSIN STATEHOOD OF MAY 29, 1848

- 3-13-1851: The Legislature grants a charter to Green Bay, Milwaukee and Chicago Rail Road Company, Chapter 262 of Private and Local Laws of 1851.
- Section 2 granted this railroad company the right to ascertain the most advantageous route whereon to construct a railroad and the right to construct a railroad with one or more tracks from some convenient point in the city of Milwaukee to the cities of Racine and Kenosha and then on to some convenient point on the southern line of the State of Wisconsin between the Fox River and Lake Michigan; and also from a point in the city of Milwaukee, via the village of Grafton or Cedarburg or both, Port Washington, Sheboygan, Manitowoc and DePere to some convenient point at Green Bay.
 - Section 9 granted this railroad company the right to construct the railroad across any public or private road, highway, stream of water or water course as necessary subject to the condition that they restore the same to its former state or not impair the usefulness of said road, highway, stream of water or water course.
- 3-24-1852: The Legislature grants a charter to Green Bay & Lake Superior Railroad, Chapter 262 of Private and Local Laws of 1851.
- 1855: Chicago & North Western Railway subsidiary Green Bay, Chicago & Milwaukee Rail Road completes construction of 40.4 miles of track from Milwaukee to the Illinois border.

- 3-4-1856: The Legislature grants a charter to Milwaukee and Superior Railroad Company, Chapter 79 of Private and Local Laws of 1856.
- Section 26 granted this railroad company all of the powers, rights, privileges and franchises previously granted to Green Bay, Milwaukee and Chicago Rail Road Company to this newly chartered railroad and granted additional rights not previously conveyed to Green Bay Milwaukee & Chicago.
 - Section 8 granted this railroad the right to locate, and from time to time to alter, change and relocate, so as not to materially change the route, construct and reconstruct and fully to finish, perfect and maintain a railroad with one or more tracks from the depot of Green Bay Milwaukee & Chicago railroad in the city of Milwaukee.
 - Section 9 granted this railroad the power and authority to lay out, designate, and establish their road, not exceeding 100 feet in width, through the entire line thereof and may take, have and appropriate to their use, such lands so designated for the line, or construction of their said road, and for the purpose of cuttings and embankments, and for the proper construction and security of the said road, and for constructing shops, wharves, depots, and other proper, suitable and convenient fixtures, in connection with, and as appurtenances to the said road; may take, have, use and occupy any land on either side of or adjacent to said railroad, which may be required for the convenience of said company, taking and holding all such lands as gifts, or by purchasing, or making satisfaction for the same in the manner hereinafter provided; and said company may receive, hold or dispose of all or any lands or property that may by any means be given, granted, or transferred to said company, to aid them in the construction of their said road and its appurtenances.
 - Section 17 granted this railroad company the right to construct the railroad across any public or private road, highway, stream of water or water course as necessary subject to the condition that they restore the same to its former state or not impair the usefulness of said road, highway, stream of water or water course.
- 3-6-1857: The Green Bay, Milwaukee & Chicago Rail Road is reorganized as the Milwaukee & Chicago Railroad.
- 4-29-1856: Henry & Eliza Gilipin convey to Richard & Mary Ann Owens, Lots 1 through 9, Block 99 (and other lands) as recorded in Volume 51, Page 554, Milwaukee County Register of Deeds office.
- 3-14-1859: The Legislature grants a charter to Chicago and North Western Railway Company under the Private and Local Laws of 1859.
- The official name of this railroad is “Chicago and North Western Railway Company”, but it is often referred to as the Chicago and Northwestern Railway or Chicago & Northwestern Railway and the names are used interchangeably throughout this memo, but are meant to refer to the same company
 - This railroad has a long, long history in Wisconsin and entered the railroad business through a number of subsidiary railroads that it either created or acquired at various times. Some of the subsidiaries included:
 - ❖ Chicago, St. Paul & Fond du Lac Rail Road (fully consolidated into Chicago & North Western on July 1, 1859)
 - ❖ Dixon, Rockford & Kenosha Railway
 - ❖ Galena & Southern Wisconsin Railway (narrow gauge)

- ❖ Green Bay, Chicago & Milwaukee Rail Road
- ❖ Milwaukee, Lake Shore & Western Railroad
- ❖ Milwaukee, Lake Shore & Western Railway
- ❖ Milwaukee, Manitowoc & Green Bay Railroad
- ❖ Northwestern Union Railway
- ❖ Rock River Valley Union Railroad
- ❖ Sheboygan & Fond du Lac Rail Road
- ❖ Sheboygan & Mississippi Rail Road
- ❖ State Line & Union Railroad
- By 1871 Chicago & Northwestern Railway completed construction of four lines in Wisconsin: 49.45 miles between Fort Howard (Green Bay) and Marinette; 35.4 miles from Fond du Lac to Princeton through subsidiary Sheboygan & Fond du Lac Rail Road; 8.7 miles from Genoa to Lake Geneva through subsidiary State Line & Union Railroad; and 21.3 miles between Manitowoc and Brillion through subsidiary Appleton & New London Railway.

1872: Chicago & North Western Railway subsidiary Milwaukee, Manitowoc & Green Bay Railroad completes construction of 48.5 miles of track between Lake Shore Junction and Sheboygan.

6-1-1872: The Milwaukee, Manitowoc & Green Bay Railroad purchases a line of the Appleton & New London Railway that connected Manitowoc and Appleton; the railroad is reorganized as the Milwaukee, Lake Shore & Western Railroad.

7-11-1879: Richard & Mary Ann Owens convey to Northwestern Union Railway Company all of Lot 1, Block 99 and parts of Lots 2, 3 and 4, Block 99 (and other lands) as recorded in Volume 162, Page 6 as Document No. 21604, Milwaukee County Register of Deeds office.

1889: Chicago & North Western Railway opens the Lake Front Depot and Train Shed at the east end of Wisconsin Avenue.

- This building and train shed is the main depot for C&NW and is just north of the subject property and said building stands until approximately 1968.

4-22-1893: Chapter 197 which is an act to grant to the City of Milwaukee a certain portion of submerged land lying along and adjacent to the shore of Lake Michigan on the eastern frontage of the city of Milwaukee for public park and boulevard purposes.

- Section 1 granted the right, title and interest of the state of Wisconsin in and to a strip of submerged land 300 feet in width, along and adjacent to the shore of Lake Michigan, constituting the bed of said lake, being on the eastern frontage of the city of Milwaukee, having for its westerly boundary the easterly face of the breakwater constructed by the Chicago & Northwestern Railway company, for its south boundary the south line of Mason Street in the 7th ward in the city of Milwaukee, extended and for its north boundary the extension of the east and west quarter section line, running through Section 21, Township 7 North, Range 22 East, in the 18th ward of said city of Milwaukee.
- This submerged land grant is north of the property in question however it uses the breakwater as the dividing line between lakebed and upland.

- In 1893 the legislature also granted additional submerged lands to the city under Chapter 206, but again which are further north of the Milwaukee Transit Center site and so are only referenced in passing because they do not impact the lands in question.
- 8-22-1893: Milwaukee Lake Shore & Western Railway Company convey to Chicago & Northwestern Railway Company all interest in tracks and lines in Wisconsin as recorded in Volume 9, Railroad Mortgages and Trust Deeds, Page 514, Secretary of State's office.
- 4-13-1897: Chapter 200, an Act to amend Section 1 of Chapter 197 of the laws of 1893 to change 300 feet to 600 feet.
- The legislature also enacted Chapter 191 which was an Act to amend Section 1 of Chapter 206 of the laws of 1893 to change 300 feet to 600 feet.
 - Again, both of these amendments to the original acts were for land that is north of the subject property.
- 1909: The legislature enacted three separate laws under Chapter 358, 359 and 360 regarding submerged land grants for Lake Michigan to the city of Milwaukee.
- Chapter 358 was for 1500 feet between the present harbor entrance and Russell Street extended for public slips, basins, docks, wharves, structures, roads, highways, railroads and railroad terminals and lake and rail facilities and spurs for shipping. This area is south of the land in question and is mentioned for reference.
 - Chapter 359 amended Chapter 197 by changing the south boundary to the harbor entrance.
 - Chapter 360 was from Russell Street south for a 1000 foot submerged land grant and is just mentioned for reference.
- 5-3-1910: Map of Shore, Park and Boulevard by the U.S. Secretary of War to the City of Milwaukee authorizing filling in Lake Michigan from the present shoreline as shown on the blueprint a distance of 600 feet from Mason Street as extended south to the Harbor Entrance as recorded in Document No. 66597, Milwaukee County Register of Deeds office.
- Blueprint map shows "present shoreline" east of Block 99 as platted out in the 1842 plat
- 3-13-1913: Resolution of City of Milwaukee Common Council to enter into an agreement with Chicago & Northwestern Railway Company for a line by agreement to establish the boundary line between the city of Milwaukee and Chicago & North Western Railway.
- 4-23-1913: Agreement between City of Milwaukee and Chicago & Northwestern Railway Company to establish a division line indicating the right of the public use for park and boulevard purposes on the east and for public use by Chicago & Northwestern Railway Company on the west recorded in Volume 662, Page 326 as Document No. 762955, Milwaukee County Register of Deeds office.
- This line by agreement is further east than the breakwater constructed by Chicago & North Western Railway company and creates a straight line rather than the zigzag line of the breakwater constructed by Chicago & North Western Railway.
 - The northerly point of the line by agreement begins a point which is 492 feet east from the center of Wisconsin Avenue and the eastern line of Marshall Street extended.

- This line by agreement establishes where the city of Milwaukee is going to begin to fill in the submerged lands of Lake Michigan as authorized by the legislature in the vicinity of the Milwaukee Transit Center site.

1913: Pursuant to Chapter 183 the legislature amended Chapter 197 of 1893 by extending the south boundary to the harbor entrance.

7-13-1915: Chapter 389 which is an act to amend Section 1 of Chapter 197, Laws of 1893, as amended by Chapter 200, Laws of 1897, Section 1 of Chapter 359, Laws of 1909 and Section 1 of Chapter 183, Laws of 1913 relating to granting to the city of Milwaukee a certain portion of submerged lands for park and boulevard purposes.

- Section 1 amends Chapter 197, Laws of 1893, as amended by Chapter 200, Laws of 1897, Section 1 of Chapter 359, Laws of 1909 and Section 1 of Chapter 183, Laws of 1913 to read the right, title and interest of the state of Wisconsin in and to a strip of submerged land 1500 feet in width, along and adjacent to the shore of Lake Michigan, constituting the bed of said lake, being on the eastern frontage of the city of Milwaukee, having for its westerly boundary the easterly face of the breakwater constructed by the Chicago & Northwestern Railway company, for its south boundary the south line of Wisconsin Street extended easterly into Lake Michigan and for its north boundary the extension of the east and west quarter section line, running through Section 21, Township 7 North, Range 22 East, in the 18th ward of said city of Milwaukee.
- Also grants, the right, title and interest of the state of Wisconsin in and to a strip of submerged land 600 feet in width, along and adjacent to the shore of Lake Michigan, constituting the bed of said lake, being on the eastern frontage of the city of Milwaukee, having for its westerly boundary the easterly face of the breakwater constructed by the Chicago & Northwestern Railway company, for its north boundary, the south line of Wisconsin Street of said city extended easterly into Lake Michigan; for its south boundary the extended harbor entrance of said city of Milwaukee.
- This submerged land grant is adjacent to the property in question and again uses the breakwater as the dividing line between lakebed and upland.

12-15-1915: Owens, et al, convey to Chicago & Northwestern Railway Company a strip of land 10 feet in width west of previously conveyed land in Block 99 recorded in Volume 1047, Page 391 as Document No. 1323747, Milwaukee County Register of Deeds office.

9-18-1964: Chicago & Northwestern Railway Company conveyed to Milwaukee County 15 "Tracts" of land with numerous parcels for the sum of \$7,000,000 recorded in Reel 212, Image 331 as Document No. 4131379, Milwaukee County Register of Deeds office and recorded on August 18, 1964 in Volume 47 Railroad Mortgages, Page 387, Secretary of State office.

- Milwaukee County purchased approximately 66 acres of land between N. Bartlett Avenue on the north and E. Polk Street on the south for future redevelopment possibilities and/or public use.

7-18-1973: Milwaukee County conveyed to State of Wisconsin (Department of Transportation) 10 parcels of land for the I-794 Expressway recorded in Reel 734, Image 569 as Document No. 4778417, Milwaukee County Register of Deeds office.

- Land conveyed by Milwaukee County to WisDOT is identify as Parcel 4-YLF.

- 3-2-1988: State of Wisconsin, Department of Transportation conveyed to Milwaukee County approximately 14.538 acres of land recorded in Reel 2188, Image 1283 as Document No. 6149930, Milwaukee County Register of Deeds office.
- Land conveyed is part of the current subject property.

CONCLUSIONS FROM RESEARCH

The September 12, 2012 survey information presented by Preserve our Parks all predate statehood of Wisconsin in 1848 and do not definitely establish the exact location of the shore of Lake Michigan in the vicinity of the Milwaukee Transit Center site.

Because the legislature in the submerged lakebed grants all used the Chicago & Northwestern Railway breakwater as the westerly boundary line of that portion of Lake Michigan which was to be filled in as authorized by said lakebed grants and the former Chicago & Northwestern Railway breakwater is located on or near the easterly boundary of the current Milwaukee Transit Center site, it follows that the Milwaukee Transit Center site has not been demonstrated to be submerged lands.

The railroad charters of Chicago & Northwestern Railway (and its predecessors') clearly granted the right to locate railroad tracks, even if that meant going over water, as needed for the most direct route. Beginning sometime in the late 1850's to 1860's the initial railroad tracks were constructed in this vicinity. While it is not clear exactly when all the railroad tracks were constructed in the vicinity of the Milwaukee Transit Center site, it is clear by the early 1900's that the Chicago & Northwestern Railway company had numerous railroad tracks at this site including the main northbound and main southbound track and at least an additional 8 tracks. While the distance between these railroad tracks varied, on average it appears that they are approximately 15 feet between the tracks, with the breakwater by located east of these tracks. Sometime in the 1880's it appears that a breakwater was constructed in this vicinity. As of the 1915 lakebed grant in this vicinity all those tracks are located on "land" according to the railroad maps for that era, as well the 1910 blueprint map from the Secretary of War. The legislature by using the Chicago & Northwestern Railway breakwater as the "upland" boundary line of Lake Michigan for the submerged land grants clearly acknowledge that Chicago & Northwestern Railway had the right to do what was necessary to locate its' railroad tracks in the most direct and convenient route under the railroad charters.

The 1913 line by agreement between the city of Milwaukee and the Chicago & Northwestern Railway company clearly establish that particular line further easterly of the "breakwater constructed by Chicago & Northwestern Railway" as described in the previous submerged land grants and acknowledged the railroad as the riparian owner and have riparian rights. It was subsequent to this 1913 line by agreement, in 1915, that the legislature granted the city of Milwaukee the submerged lands of Lake Michigan in the vicinity of the Milwaukee Transit Center site. It stands to reason that the legislature of the time knew what it was doing with these submerged land grants and that they would not establish the westerly boundary of Lake Michigan as described in the submerged land grants if that boundary line was truly further to the west as suggested by Preserve our Parks.

Milwaukee County

Brian Taffora • Director, Economic Development

INTEROFFICE COMMUNICATION Milwaukee County

Date: October 22, 2012

To: Patricia Jursik, Chairwoman, Economic and Community Development Committee

From: Brian Taffora, Economic Development Director

Subject: Status of Negotiations with Barrett Visionary Development, Inc.

As per Resolution 12-633, the following has been prepared:

- DAS-Division of Economic Development Real Estate has begun working on the issuance of Title Insurance.
- On September 28, 2012, DAS-Economic Development received the following conclusion from Wisconsin DNR regarding the Transit Center:

The September 12, 2012 survey information presented by Preserve our Parks all predate statehood of Wisconsin in 1848 and do not definitely establish the exact location of the shore of Lake Michigan in the vicinity of the Milwaukee Transit Center site.

Because the legislature in the submerged lakebed grants all used the Chicago & Northwestern Railway breakwater as the westerly boundary line of that portion of Lake Michigan which was to be filled in as authorized by said lakebed grants and the former Chicago & Northwestern Railway breakwater is located on or near the easterly boundary of the current Milwaukee Transit Center site, it follows that the Milwaukee Transit Center site has not been demonstrated to be submerged lands.

The railroad charters of Chicago & Northwestern Railway (and its predecessors) clearly granted the right to locate railroad tracks, even if that meant going over water, as needed for the most direct route. Beginning sometime in the late 1850's to 1860's the initial railroad tracks were constructed in this vicinity. While it is not clear exactly when all the railroad tracks were constructed in the vicinity of the Milwaukee Transit Center site, it is clear by the early 1900's that the Chicago & Northwestern Railway company had numerous railroad tracks at this site including the main northbound and main southbound track and at least an additional 8 tracks. While the distance between these railroad tracks varied, on average it appears that they are approximately 15 feet between the tracks, with the breakwater by located east of these tracks. Sometime in the 1880's it appears that a breakwater was constructed in this vicinity. As of the 1915 lakebed grant in this vicinity all those tracks are located on "land" according to the railroad maps for that era, as well the 1910 blueprint map from the Secretary of War. The legislature by using the Chicago & Northwestern Railway breakwater as the "upland" boundary line of Lake Michigan for the submerged land grants clearly acknowledge that Chicago & Northwestern Railway had the right to do what was necessary to locate its' railroad tracks in the most direct and convenient route under the railroad charters.

The 1913 line by agreement between the city of Milwaukee and the Chicago & Northwestern Railway company clearly establish that particular line further easterly of the “breakwater constructed by Chicago & Northwestern Railway” as described in the previous submerged land grants and acknowledged the railroad as the riparian owner and have riparian rights. It was subsequent to this 1913 line by agreement, in 1915, that the legislature granted the city of Milwaukee the submerged lands of Lake Michigan in the vicinity of the Milwaukee Transit Center site. It stands to reason that the legislature of the time knew what it was doing with these submerged land grants and that they would not establish the westerly boundary of Lake Michigan as described in the submerged land grants if that boundary line was truly further to the west as suggested by Preserve our Parks.

MILWAUKEE COUNTY
Department of Health and Human Services
INTER-OFFICE COMMUNICATION

DATE: September 24, 2012

TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Héctor Colón, Director, Department of Health and Human Services
Prepared by Jean Wolfgang, Housing & Program Coordinator, Housing Division

SUBJECT: Report from the Director, Department of Health and Human Services, Requesting Approval to Allocate 2013 HOME Funding for the Housing Division

Issue

The Department of Health and Human Services (DHHS) Housing Division administers the HOME program, which was born out of the National Affordable Housing Act of 1990 and is a take-off of the Community Development Block Grant program but is intended to address housing needs only. Milwaukee County, as a designated Urban County, is part of a HOME Consortia with West Allis and Wauwatosa. To complete the 2013 Annual Plan, it is required that the County Board approves HOME funding recommendations. Therefore, the Director, DHHS, is requesting approval of the 2013 HOME funding allocations, totaling \$1,207,297. The 2013 Annual Action Plan is due to HUD by April 30, 2013.

Background

Based on the Consolidated Plan, established agreements and HUD regulations, the recommended allocation of HOME funds for the 2013 program year takes into account the following:

1. Congress has not yet passed a HUD appropriation bill therefore the Housing Division is using the same grant allocation as 2012 as an estimate
2. The priorities and objectives of the 5-year Consolidated Plan
3. All Milwaukee County HOME funds must be spent outside the City of Milwaukee
4. The Wauwatosa and West Allis Consortium member share are set aside based upon their "hold harmless" amounts of 5.6% and 22.8% respectively
5. The HOME program requires that 15% of the participating jurisdiction's fund be reserved for housing development by a Community Housing Development Organization (CHDO)
6. The Suburban Home Repair Program, which offers secured deferred, 0%, and 3% interest loans and Lead Hazard Reduction grants to income eligible homeowners for necessary repairs, is continued
7. The County shall establish a Tenant-Based Rental Assistance program to assist low-income households participating in the County Housing Choice Voucher program wishing to move outside of the City of Milwaukee with security deposits in the amount of one-month's rent as a grant; priority to be given to households being pulled from the waiting list and those needing to leave units that do not meet the Housing Quality Standards

The funding allocation is based on the same formula as has been used in prior years. The approved use of funds for the 2013 HOME Program will be included, along with the 2013 allocation for the Community Development Block Grant Program, in the 2013 Annual Action Plan. HUD requires that the Action Plan be approved for participation in these programs.

Recommendation

It is recommended that the County Board of Supervisors authorize the Director, DHHS, or his designee, to allocate the total anticipated 2013 HOME funds as indicated below, and as outlined in the attached resolution:

Anticipated 2013 Grant Allocation	\$907,297
Milwaukee County Anticipated Program Income	\$200,000
West Allis Anticipated Program Income	\$100,000
Total Funds Expected for 2013	\$1,207,297
Total Admin	\$120,729
CHDO set-aside	\$136,095
Wauwatosa	\$44,048
West Allis (including West Allis program income)	\$279,337
Rental Development/Rental Rehab	\$427,000
Home Repair Loans	\$150,088
Tenant-based rental assistance, security deposits	\$50,000
Total Allocation	\$1,207,297

Fiscal Impact

The 2013 Requested Budget includes the 2013 HOME funds and related expenses as are being recommended for allocation in this report. In no case will program expenditures exceed available revenue and there is no anticipated fiscal effect as a result of this approval. A fiscal note form is attached.

Respectfully Submitted,



Héctor Colón, Director
Department of Health and Human Services

- cc: County Executive Chris Abele
Tia Torhorst, County Executive's Office
Kelly Bablitch, County Board
Patrick Farley, Director, DAS
Craig Kammholz, Fiscal & Budget Administrator, DAS
CJ Pahl, Assistant Fiscal & Budget Administrator, DAS
Antionette Thomas-Bailey, Fiscal & Management Analyst, DAS
Glenn Bultman, Analyst, County Board Staff
Janelle Jensen, County Board Staff

(ITEM) Report from the Director, Department of Health and Human Services, Requesting Approval to Allocate 2013 HOME Funding for the Housing Division, by adoption of the following:

A RESOLUTION

WHEREAS, the Department of Health and Human Services (DHHS) Housing Division administers the HOME program, which was born out of the National Affordable Housing Act of 1990 and is a take-off of the Community Development Block Grant program but is intended to address housing needs only; and

WHEREAS, Milwaukee County, as a designated Urban County, is part of a HOME Consortia with West Allis and Wauwatosa; and

WHEREAS, to complete the 2013 Annual Plan, it is required that the County Board approves HOME funding recommendations, therefore, the Director, DHHS, is requesting approval of the 2013 HOME funding allocations, totaling \$1,207,297; and

WHEREAS, the recommendations are based on the Consolidated Plan, established agreements and HUD regulations and the funding allocation is based on the same formula as has been used in prior years; and

WHEREAS, the 2013 Requested Budget includes the 2013 HOME funds and related expenses as are being recommended for allocation in this report, and in no case will program expenditures exceed available revenue; now, therefore,

BE IT RESOLVED, the County Board of Supervisors authorize the Director, DHHS, or his designee, to allocate the total anticipated 2013 HOME funds as indicated below:

Total Admin	\$120,729
CHDO set-aside	\$136,095
Wauwatosa	\$44,048
West Allis (including West Allis program income)	\$279,337
Rental Development/Rental Rehab	\$427,000
Home Repair Loans	\$150,088
Tenant-based rental assistance, security deposits	\$50,000
Total Allocation	\$1,207,297

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 25, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Director, Department of Health and Human Services, Requesting Approval to Allocate 2013 HOME Funding for the Housing Division

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 type="checkbox"/> Increase Operating Expenditures
(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"/> Use of contingent funds |
| <input checked="" type="checkbox"/> Decrease Operating Expenditures | |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input checked="" 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.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	(85,398)*
	Revenue	0	(85,398)*
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

*The decrease for the subsequent year is based on the 2013 DHHS Requested Budget.

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.¹ 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 Director of the Department of Health and Human Services (DHHS) is requesting authorization to allocate \$1,207,297 in anticipated 2013 HOME Program funding. This amount consists of \$907,297 in anticipated 2013 HOME Program funding awarded to Milwaukee County, \$200,000 in anticipated Program Income for Milwaukee County and \$100,000 in anticipated Program Income for the City of West Allis.

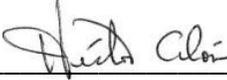
B. The anticipated 2013 HOME Program funding for Milwaukee County (not including the \$100,000 in anticipated Program Income for the City of West Allis) represents a decrease of (\$85,398) compared to the 2013 Requested Housing Division Budget for HOME Program funds of \$1,192,695.

C. While recognizing that future Federal allocations of grant awards are always uncertain, it is anticipated that the Federal Department of Housing and Urban Development (HUD) will provide approximately \$1,207,297 in grant revenue in 2013. In no case will program expenditures exceed available revenue. As a result, there is no tax levy impact associated with approval of this request.

D. No further assumptions are made.

¹ 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 Thomas F. Lewandowski, Fiscal & Management Analyst

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: October 10, 2012

TO: Marina Dimitrijevic, Milwaukee County Board Chairwoman

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

SUBJECT: Offer to purchase on a County-owned vacant lot located to the rear of 11327 West Ryan Road in the City of Franklin, Wisconsin.

POLICY ISSUE:

County Board Resolution File No. 12-9 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

BACKGROUND:

The Real Estate Section of the Economic Development Division received an offer to purchase on an excess County-owned vacant lot located to the rear of 11327 West Ryan Road in the City of Franklin. A copy of the offer and an exhibit depicting the location of the property are attached.

The subject property, appraised at \$2,500, is a 185' X 250' landlocked vacant lot. The Milwaukee County Treasurer acquired the property by foreclosure proceedings for the non-payment of real estate taxes. The property is located in a rural area that is zoned residential but the area is primarily used for agricultural purposes. Municipal sewer and water services are not available and the property has no street frontage or access rights and therefore is unsuitable for residential development. Staff was directed by the County Board to offer this property to abutting owners.

The property was offered to the two abutting owners at the appraised value but only one abutting owner submitted an offer. The offer, in the amount of \$2,500 cash, is from Eugene Dale Magarich and his wife Marlene.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board acceptance of the above-described offer from Eugene Dale and Marlene Magarich in the amount of \$2,500.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: October 22, 2012
Attachments

cc: Chris Abele, County Executive
Supervisor Steve F. Taylor, 9th District
Patrick Farley, Director, Administrative Services (DAS)
Brian Taffora, Director, Economic Development (DAS)
Vince Masterson, Fiscal Management Analyst

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

8
9 **A RESOLUTION**

10
11 WHEREAS, the Real Estate Section of the Economic Development Division
12 received an offer to purchase on an excess County-owned vacant lot located to the
13 rear of 11327 West Ryan Road in the City of Franklin; and,

14
15 WHEREAS, the subject property, appraised at \$2,500, is a 185' X 250' landlocked
16 vacant lot; and

17
18 WHEREAS, the Milwaukee County Treasurer acquired the property by foreclosure
19 proceedings for the non-payment of real estate taxes; and

20
21 WHEREAS, the property is located in a rural area that is zoned residential but the
22 area is primarily used for agricultural purposes. Municipal sewer and water services are
23 not available and the property has no street frontage or access rights and therefore is
24 unsuitable for residential development; and

25
26 WHEREAS, staff was directed by the County Board to offer this property to
27 abutting owners. The property was offered to the two abutting owners at the appraised
28 value but only one abutting owner submitted an offer; and

29
30 WHEREAS, The offer, in the amount of \$2,500 cash, is from Eugene Dale
31 Magarich and his wife Marlene; and

32
33 WHEREAS, the Committee on Economic and Community Development at
34 their meeting on October 22, 2012 recommended acceptance of the above-
35 described offer from Eugene Dale Magarich and Marlene Magarich in the amount of
36 \$2,500; now, therefore,

37
38 BE IT RESOLVED, that the Manager of Real Estate Services is hereby
39 authorized to sign the above described offer to purchase from Eugene Dale
40 Magarich and Marlene Magarich; and

41
42 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk
43 are hereby authorized to convey by Quit Claim Deed the subject property
44 located to the rear of 11327 West Ryan Road in the City of Franklin to Eugene Dale

45 **Magarich and Marlene Magarich** and/or assigns for the consideration of \$2,500,
46 pursuant to the terms and conditions of their offer to purchase.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 1, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Offer to purchase on a County-owned vacant lot located to the rear of 11327 West Ryan Road in the City of Franklin, Wisconsin.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input checked="" type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input checked="" type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<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
Operating Budget	Expenditure	-0-	
	Revenue	2,500	
	Net Cost	- 2,500	
Capital Improvement Budget	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. ¹ 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 shall be deposited in accordance to the adopted 2012 budget.

Department/Prepared By Craig Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

¹ 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.

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON August 22, 2012 [DATE] IS (AGENT OF BUYER)
(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

GENERAL PROVISIONS The Buyer, Eugene Dale Magarich and, Marlene Magarich his wife

, offers to purchase the Property known as [Street Address] rear of 11327 West Ryan Road in the City of Franklin, County of Milwaukee, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

PURCHASE PRICE: Two Thousand, Five Hundred Dollars (\$ 2,500.00).

EARNEST MONEY of \$ 500.00 accompanies this Offer and earnest money of \$ _____ will be mailed, or commercially or personally delivered within -- days of acceptance to listing broker or

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

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: none

NOT INCLUDED IN PURCHASE PRICE: none

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

ZONING: Seller represents that the Property is zoned: R2C1 Estate Single-Family

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before November 16, 2012. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): 2711 West Wells Street, 3rd Floor, Milwaukee, WI 53208

Buyer's recipient for delivery (optional): 11327 West Ryan Road, Franklin, WI 53132

(2) **Fax:** fax transmission of the document or written notice to the following telephone number: Seller: (414) 223-1917 Buyer: (_____)

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: same

Delivery address for Buyer: same

(5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): _____

E-Mail address for Buyer (optional): _____

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

Property Address: rear of 11327 West Ryan Road.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated report exempt, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and Buyer purchases property in its "as is" condition. Buyer relies on his own inspection
 68 or inspections of his contractor(s) of the property.

69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30, 2012
 71 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and _____

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

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

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

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

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

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

84 **Tax exempt for 2012 per WI Stats.**

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

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) **STRIKE ONE** lease(s), if any, are vacant land - no leases

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

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

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

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

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 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
222 commitment.

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

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

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

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
- 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
- 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
- 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
- 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
- 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
- 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
- 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
- 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
- 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
- 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
- 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
- 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
- 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
- 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
- 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
- 278 charge or the payment of a use-value conversion charge has been deferred.

279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.

281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under

282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the

284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours

285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as

286 closing, expire at midnight of that day.

287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would

288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would

289 significantly shorten or adversely affect the expected normal life of the premises.

290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be

291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited

293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and

294 docks/piers on permanent foundations.

295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,

298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and

299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or

300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,

301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,

302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of

303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these

304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should

305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307

308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned R2C1 Estate
316 Single-Family and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by ~~warranty deed~~ ^{QUIT CLAIM}
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none

424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

432 ~~■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).~~

437 ~~■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.~~

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

450 ~~■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.~~

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Buyer is responsible to obtain any environmental testing, if desired, at Buyer's expense.
460 Buyer shall not hold Seller liable for any environmental contamination found on property.
461 Seller does not warrant the condition or suitability of subsoils for construction purposes.
462 Buyer responsible for any and all cost associated with the extension and hookup of all
463 utilities. Acceptance of this offer and sale of this property is subject to the approval of
464 the Milwaukee County Board of Supervisors and the County Executive.

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

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

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

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

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

Property Address: rear of 11327 West Ryan Road.

INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects). **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering 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 3 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 a 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.

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

ADDITIONAL PROVISIONS/CONTINGENCIES

Buyer agrees to combine this parcel of land with his existing property at 11327 West Ryan Road so as to create a single tax key number for both properties.

This Offer was drafted by [Licensee and Firm] Gerald A. Baker, Milwaukee County

_____ on _____

(x) Eugene Dale Magarich Buyer's Signature ▲ Print Name Here ▶ Eugene Dale Magarich Date ▲ 8/29/12

(x) Marlene Magarich Buyer's Signature ▲ Print Name Here ▶ MARLENE MAGARICH Date ▲ 8/29/12

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

_____ Broker (By) _____

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

(x) _____ Seller's Signature ▲ Print Name Here ▶ Craig Dillmann Manager, R.E. Date ▲ _____

(x) _____ Seller's Signature ▲ Print Name Here ▶ _____ Date ▲ _____

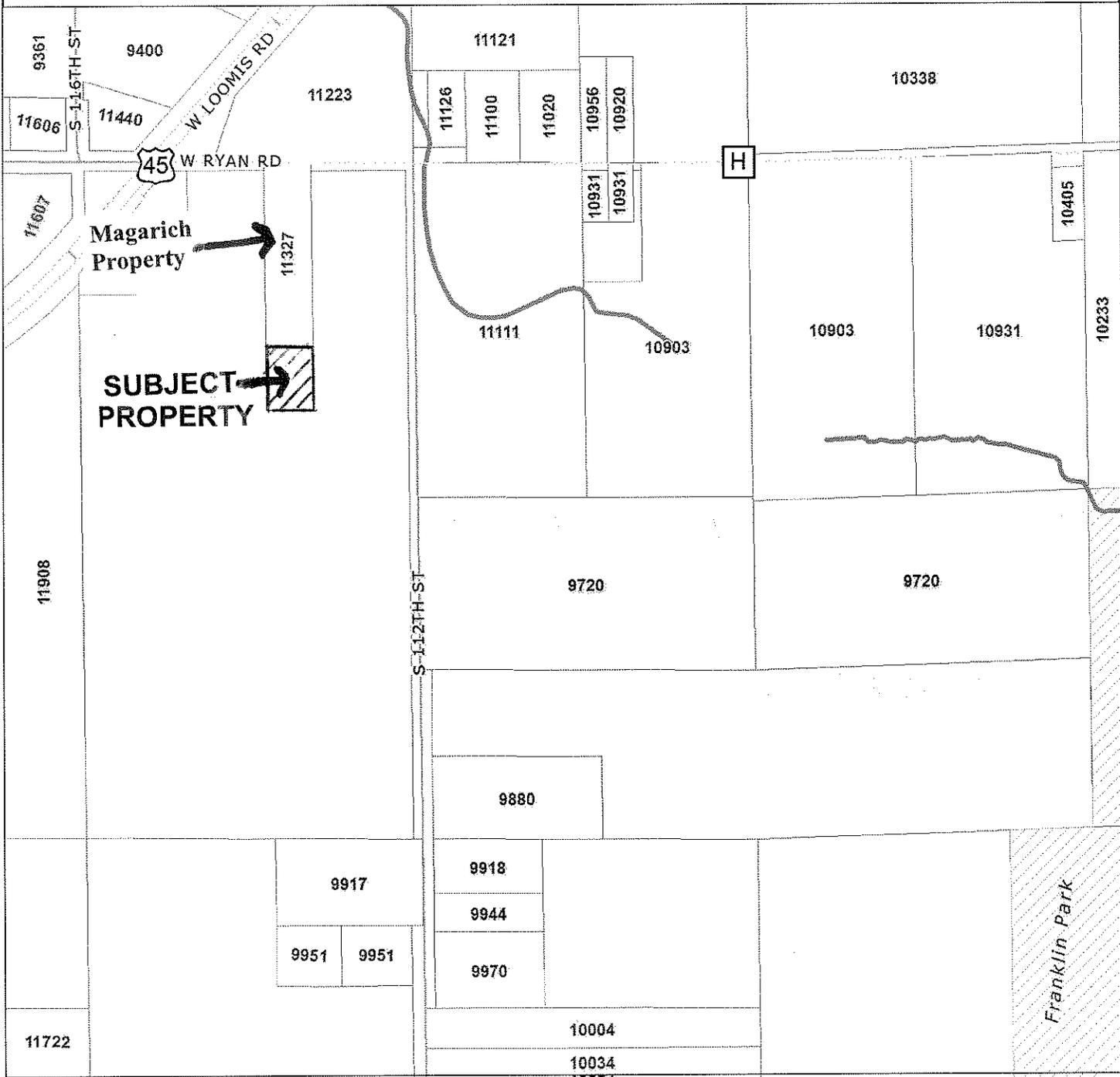
This Offer was presented to Seller by [Licensee and Firm] _____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____

Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____



MILWAUKEE COUNTY INTERACTIVE MAP SERVICE

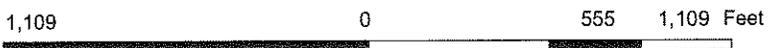


Notes

Enter Map Description rear of 11327 West Ryan Road, Franklin, WI

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.



Legend

1: 6,655

- County Boundary
- Highways, to 8k
- Street Centerlines, 0k to 8k
- Railroad 8k
- Water 8k
- Rivers 8k
- Landmarks 8k
- County Parks 8k
- Municipal Subdivisions 25k
- Tax Parcels

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: September 26, 2012

TO: Committee on Economic and Community Development

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

SUBJECT: Status of 2012 excess property sales (**INFORMATION ONLY**)

The Real Estate Services Section of the Economic Development Division reports, on a monthly basis, the status of excess property sales. Attached is the monthly report for period ending September 30, 2012.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: October 22, 2012

cc. Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Patrick Farley, Director of Administrative Services
Brian Taffora, Director of Economic Development
Vince Masterson, Fiscal Management Analyst

REAL ESTATE SERVICES SECTION

REVENUE STATUS REPORT
Period ending September 30, 2012

CLOSED PROPERTIES

Property	Committee Date	Closed	Gross Sale Proceeds
Blocks 3E, 4E, 5E Park East (MSOE)	January 23, 2012	March 20, 2012	\$ 1,543,265.00 ¹
Adj. 4407 West Brown Deer Road, Brown Deer	January 23, 2012	March 30, 2012	\$ -0-
1900 S. 94 th Street, West Allis	June 18, 2012	July 26, 2012	\$ 11,900.00
740-748 N. 27 th Street, Milwaukee	June 18, 2012	July 31, 2012	\$ 22,000.00
6213-15 North Willow Glen Lane, Glendale	July 16, 2012	August 28, 2012	\$ 39,900.00
2018 East Beverly Road, Shorewood	July 16, 2012	August 30, 2012	\$ 80,000.00
		TOTAL	\$ 1,697,065.00
		2012 Budget	\$ 400,000.00

PENDING PROPERTY CLOSINGS

Property	Committee Date	Pending Closing	Purchase Price
Block 6E, Park East Development	April 3, 2006	2013	\$ 406,000.00 ²
3.5 acres behind the Ronald McDonald House	July 16, 2012	4 th quarter 2012	\$ 657,500.00
1301 South 58 th Street, West Allis	September 17, 2012	4 th quarter 2012	\$ 41,000.00
		TOTAL	\$ 1,104,500.00

GENERAL PROPERTY STATUS

Property	Committee Date	Status	Asking Price
Rear of 11327 West Ryan Road, Franklin	Presenting offer		\$ 2,500.00
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	\$ 16,900.00
8450 West Beatrice Ct., Milwaukee		Available for sale	\$ 375,000.00 ³
3802 East Cudahy Avenue, Cudahy		Available for sale	\$ 18,900.00
2254 South 75 th Street, West Allis		Available for sale	\$ 26,900.00

1. County's share of \$ 2,660,802 net proceeds
2. County's share of \$ 700,000 sales price
3. Net proceeds to Federal Transit Administration

SUMMARY DETAIL OF PENDING PROPERTY CLOSINGS

PROPERTY	BUYER	CLOSING	COMMENTS
Block 6E, Park East	Rainier Properties II, LLC	2013	Option granted until December 30, 2012 with an extension to June 30, 2013 if needed. If Buyer exercises option, closing will occur within 30 days
3.5 acres behind the Ronald McDonald House	Ronald McDonald House Charities of Eastern WI	4 th quarter 2012	Certified Survey Map submitted for Wauwatosa approval. Preparing closing documents and title report for 4 th quarter closing.
1301 South 58 th Street	City of West Allis	4 th quarter 2012	Preparing documents for a closing prior to the contract date of November 15, 2012.

SUMMARY DETAIL OF UWM, INNOVATION PARK, LLC SALE

PROPERTY	BUYER	CLOSING	COMMENTS
NE Quadrant County Grounds	UWM, Innovation Park, LLC	February 15 2011	<p>Initial \$5 million paid February 15, 2011.</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"> • Second \$5 million payable on February 15, 2014 • \$887,500 payable on February 15, 2015 • \$887,500 payable on February 15, 2016 • \$887,500 payable on February 15, 2017 • \$887,500 payable on February 15, 2018



Community Business Development Partners

MILWAUKEE COUNTY

MARINA DIMITRIJEVIC • Chairwoman, Milwaukee County Board of Supervisors
NELSON SOLER • Interim Director, Community Business Development Partners

INTEROFFICE COMMUNICATION

DATE: September 27, 2012

TO: Supervisor Marina Dimitrijevic, Chair, Board of Supervisors
Supervisor David Cullen, Co-Chair, Committee on Finance, Personnel & Audit
Supervisor Willie Johnson, Jr., Co-Chair, Committee on Finance, Personnel & Audit
Supervisor Patricia Jursik, Chair, Committee on Economic & Community Development
Supervisor Michael Mayo, Sr., Chair, Committee on Transportation, Public Works & Transit

FROM: Nelson Soler, Interim Director, Community Business Development Partners

SUBJECT: 2011 DBE Achievement Report

BACKGROUND

Prior to 2001, Milwaukee County measured small business participation by Minority and Woman-Owned Business Enterprise (M/WBE) standards. In January of 2001, the County updated all of its business development and diverse spend activities into a single Disadvantaged Business Enterprise (DBE) Program. A DBE is a small business concern owned and controlled by socially and economically disadvantaged individuals. All women and members of defined ethnic groups are presumed to be socially disadvantaged. Other individuals, including white males, may also be certified upon demonstration by a preponderance of the evidence that they are indeed socially and economically disadvantaged.

OBJECTIVE

The Milwaukee County Community Business Development Partners Department (CBDP) designs, implements, and monitors the County's DBE Program to ensure the meaningful participation of small businesses in overall County spend.

The County's DBE Program exists to level the playing field in contracting. To this end, CBDP employs multiple approaches. Principle among these approaches is partnering with internal and external stakeholders to identify barriers to participation, and working collectively to minimize the adverse affects of these barriers when and where their elimination in not feasible. The tools utilized in this effort include (1) establishing DBE participation goals on contracts that possess opportunities for DBEs to perform a commercially useful function; (2) assisting department/division heads, administrators, and prime contractors in identifying qualified DBEs; (3) monitoring of all contracts with an established DBE goal; (4) ensuring all DBE firms participating on County contracts are certified through the Wisconsin Unified Certification Program (WIUCP); (5) identifying and redressing instances of noncompliance; and (6) providing certified DBEs with technical assistance to enhance their ability to successfully participate on County contracts.

The purpose of this report is to overview the levels of participation by DBE firms in various types of contracts. This report only details contracts closed during the period from January 1 through December 31, 2011.

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TELEPHONE (414) 278-5248 • FAX (414) 223-1958

The summary of closed contracts and actual participation is shown in the attachment detailing achievements as dollars paid to DBEs and their resultant percentages based on total contract payments. Receipt of final payment from the County is utilized as the determination of a closed contract for purposes of consistency. These grand totals have been summarized to assess DBE participation as a percentage of spend in terms of areas of operation, which include (1) county-wide, (2) professional services, (3) construction, (4) consultant, (5) time and material, and (6) procurement division spend.

ACHIEVEMENT REPORT SUMMARY

It is important to note that this report does not reflect total Milwaukee County spend during 2011, although nearly \$70 million of Procurement Division activity is included. The methodology employed to calculate the report totals are based on the levels of DBE participation in contracting that departments have routed through CBDP as defined in the Milwaukee County Code of General Ordinances, Chapters 32 and 42. This report also excludes nearly \$11.8 million in tracked waivers for this period, which reduces the overall participation 1%. The **2011 DBE Achievement Report** tables note the following totals and overall percentage of DBE participation. Please see the attachment for more detailed breakouts that include individual owner departments, contractor/consultant awarded, and contract amounts by area of operation.

Tracked County-wide spend for 2011	\$ 141,111,508.51
Tracked DBE spend for 2011	\$ 17,315,750.59
Percentage of DBE spend for 2011	12.27%
Tracked County-wide spend for 2011 (including tracked waivers)	\$ 152,896,668.51
Adjusted percentage of DBE spend for 2011	11.33%

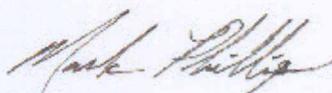
The report for calendar year 2011 details actual achievements as documented by signed Payment Certification forms. For purposes of continuity and consistency, this same form is utilized on projects where the DBE operates as the prime. The signed certification, and subsequent verification by CBDP staff, clearly indicates the total dollar amount received by the DBE for work on the contract.

The reporting of actual DBE achievement through the utilization of signed payment certifications continues to be an area of concern in the arenas of Professional, Contract, and Management Services. CBDP has determined that deficiencies in reporting are related to lack of consistent understanding of the DBE Program and its overall role in County spend. During 2011, CBDP worked diligently with the County Board and key departments to remedy issues such as this through updates to the County Code. Moving forward CBDP will be implementing multiple efforts to re-brand itself, to further develop and enhance its relationships with internal and external stakeholders, and continue to educate and inform the purchasing and contracting communities of the value-added benefits gained through partnering in the continual development of Milwaukee County.

RECOMMENDATION

This is an informational report. It is recommended that this report be reviewed, received and placed on file to serve as reference for policymakers moving forward.

Prepared by:



Mark Phillips
Contract Compliance Manager, DBE

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TELEPHONE (414) 278-5248 • FAX (414) 223-1958

Approved by:



Nelson Soler, Interim Director
Community Business Development Partners

cc: Chris Abele, County Executive
County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Jerome Heer, Director, Department of Audits
Department Heads

MILWAUKEE COUNTY

2011 DBE Achievement Report

Milwaukee County Spend			
	County Spend	DBE Spend	DBE %
TOTAL DOLLARS	\$ 141,111,509	\$ 17,315,751	12.27%

Contracts Closed in 2011				
	Total \$ Amount of Contract Payments ¹	Total \$ Amount of DBE Payments ²	DBE Participation	DBE Goal
Professional Service	\$31,418,759.00	\$1,969,319.27	6.27%	17%
Construction Contracts	26,318,099.11	7,761,776.29	29.49%	25%
Consultant Contracts	10,236,555.83	2,446,037.46	23.90%	25%
Time & Material (T&M) Contracts	4,043,543.38	1,062,107.11	26.27%	25%
CONTRACT DOLLARS	\$72,016,957.32	\$13,239,240.13	18.38%	

¹ Represents only contracts that had DBE participation

² Amounts as reported on signed DBE Payment Certification (DBD-018) form

Procurement Vendor Payments in 2011				
	Total \$ Amount of Procurement Payments ⁴	Total \$ Amount of DBE Payments ⁵	DBE Participation	DBE Goal
PROCUREMENT DOLLARS	\$69,094,551.19	\$4,076,510.46	5.90%	10%

⁴ Payment totals for Procurement Vendors (including PC & PG) excluding Check Requests, Departmental Purchase Orders (PD), Professional Service Contracts (PO) & Time & Material Contractors (SC) during 2011

⁵ Amounts as reported in Advantage

Construction Related

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

Professional Services

DBE utilization 12-17%

DBE utilization 5 - 11.99%

DBE utilization < 5%

2011 Professional Service DBE Achievements

County-Wide Expenditures by Department (Figures include CBDP Approved Waivers)

Department	\$ Expended	\$ To DBEs	DBE %
Aging	8,250.00	8,250.00	100.00%
Audit	177,020.00	177,010.00	99.99%
Child Support Enforcement	213,000.00	16,000.00	7.51%
Community Business Development Partners	38,641.10	38,641.10	100.00%
Corporation Counsel	15,000.00	0.00	0.00%
Court Related Services	158,274.00	76,718.99	48.47%
DAS - Fiscal Services	1,265,900.00	0.00	0.00%
DAS - Risk Management	225,000.00	0.00	0.00%
DHHS - Accounts Payable	22,000.00	0.00	0.00%
DHHS - Behavioral Health	26,419,417.48	1,410,943.07	5.34%
DHHS - Housing	27,100.00	0.00	0.00%
DHHS - Marcia Coggs Center	15,000.00	15,000.00	100.00%
DHHS - Vel Phillips Center Complex	355,966.00	57,816.46	16.24%
Family Care	10,580.00	10,580.00	100.00%
GMIA	33,575.00	33,506.25	99.80%
IMSD	45,750.00	45,750.00	100.00%
Medical Examiner	19,999.00	19,999.00	100.00%
Parks	54,000.00	5,104.40	9.45%
Real Estate	4,000.00	0.00	0.00%
Sheriff Office	58,743.32	0.00	0.00%
State Court Services	2,062,474.00	43,800.00	2.12%
University of WI - Extension	160,870.00	0.00	0.00%
Zoological Society	28,200.00	10,200.00	36.17%
Grand Total	\$ 31,418,759.90	\$ 1,969,319.27	6.27%

DBE utilization 12-17%

DBE utilization 5 - 11.99%

DBE utilization < 5%

2011 Construction DBE Achievements

County-Wide Expenditures by Department

Department	\$ Expended	\$ To DBEs	DBE %
Community Corrections Facility South	993,780.00	278,684.00	28.04%
Facilities Management - Various Sites	994,778.54	163,845.50	16.47%
GMIA & Timmerman Field	14,732,342.80	5,166,734.84	35.07%
Health & Human Services	254,628.00	44,836.00	17.61%
Highways (Roads & Bridges)	3,176,693.10	731,129.95	23.02%
Mass Transit (MCTS)	48,200.00	12,116.00	25.14%
Parks, Recreation & Culture	2,674,108.75	624,307.47	23.35%
Zoo Complex	3,443,567.92	740,122.53	21.49%
Grand Total	\$ 26,318,099.11	\$ 7,761,776.29	29.49%

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

2011 Consultants DBE Achievements

County-Wide Expenditures by Department

Department	\$ Expended	\$ To DBEs	DBE %
GMIA & Timmerman Field	6,628,668.89	1,142,104.79	17.23%
Highways (Roads & Bridges)	1,137,608.74	550,313.80	48.37%
Mass Transit (MCTS)	28,292.82	28,292.81	100.00%
Parks, Rec & Culture (including Museums)	1,541,907.26	485,830.24	31.51%
Health & Human Services	205,443.52	43,738.06	21.29%
Other (Environmental Svcs, Public Art, etc.)	691,419.28	186,456.66	26.97%
Grand Total	\$ 10,233,340.51	\$ 2,436,736.36	23.81%

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

2011 T & M DBE Achievements

County-Wide Expenditures by Department

Facility	\$ Expended	\$ To DBEs	DBE %
Behavior Health Complex	319,884.00	38,253.11	11.96%
Community Corrections Facility South	597,803.60	217,670.83	36.41%
Facilities Management - CH	228,077.43	36,958.00	16.20%
Facilities Management - Grounds	376,534.75	79,062.20	21.00%
GMIA & Timmerman Field	1,373,627.96	340,589.08	24.79%
Marcia Coggs Complex	84,394.08	50,263.80	59.56%
Parks, Recreation & Culture	804,430.76	231,519.42	28.78%
Zoological Society	258,790.80	64,685.57	25.00%
Grand Total	\$ 4,043,543.38	\$ 1,062,107.11	26.27%

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

2011 T & M DBE Achievements

County-Wide Expenditures by Individual Contractor

Company Name	\$ Expended	\$ To DBEs	DBE %
Alpine Plumbing ¹	154,277.98	62,149.89	40.28%
Arteaga (DBE) - HVAC ²	161,873.90	108,387.63	66.96%
Belonger Corporation (DBE) ²	24,670.82	24,670.82	100.00%
Cornerstone Plumbing ¹	163,453.55	9,719.22	5.95%
Dnesco Electric ⁴	504,167.30	107,536.34	21.33%
Grunau Company ⁹	889,496.44	141,847.30	15.95%
Integrity Environmental ¹	64,810.42	15,555.00	24.00%
JF Cook Company (DBE) - Glazing ¹	16,449.54	16,449.54	100.00%
Joseph Lorenz Construction ⁴	313,571.80	134,780.88	42.98%
Kubenik Mechanical - Metal Fabrication ¹	33,242.00	28.55	0.09%
Langer Roofing ²	49,550.94	0.00	0.00%
Meer Electric ¹	10,854.40	6,908.55	63.65%
Milwaukee Iron Works ¹	14,881.28	14,881.28	100.00%
Milwaukee Plumbing ¹	10,029.49	1,500.00	14.96%
NAGY Restoration - Construction ⁷	321,188.60	106,762.96	33.24%
Northway Fencing ³	121,429.44	31,844.26	26.22%
PARSS ¹	30,239.91	2,479.54	8.20%
Poblocki Paving ³	415,792.00	96,088.34	23.11%
Property Electric ³	188,918.39	26,150.85	13.84%
Statewide Heating & Cooling ¹	22,804.24	5,698.67	24.99%
Uihlein Electric ¹	147,282.29	22,036.94	14.96%
United Flooring ³	62,607.91	7,662.00	12.24%
Velcheck & Finger - Roofing ³	165,494.90	16,415.11	9.92%
Vista Design & Construction (DBE) ¹	145,979.84	102,553.44	70.25%
Wil-Surge Electric ¹	10,476.00	0.00	0.00%
Grand Total	\$ 4,043,543.38	\$ 1,062,107.11	26.27%

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

Superscript indicates the number of T&M contracts held during 2011

2011 T & M DBE Achievements (1 of 3)

Departmental Expenditures by Individual Contractor

Facility	\$ Expended	\$ To DBEs	DBE %
Behavioral Health Complex			
Dnesco Electric	15,439.26	3,744.30	24.25%
Grunau - Plumbing	127,529.82	16,563.34	12.99%
Joseph Lorenz Construction	116,983.35	3,944.67	3.37%
Property Electric	37,127.33	8,302.13	22.36%
Statewide Heating & Cooling	22,804.24	5,698.67	24.99%
United Flooring	0.00	0.00	0.00%
Total	\$ 319,884.00	\$ 38,253.11	11.96%

Community Correctional Facility South

Alpine Plumbing	154,277.98	62,149.89	40.28%
Grunau - HVAC	139,324.47	14,677.75	10.53%
Joseph Lorenz Construction	156,918.86	117,036.21	74.58%
Uihlein Electric	147,282.29	22,036.94	14.96%
Velcheck & Finger - Roofing	0.00	0.00	0.00%
Total	\$ 597,803.60	\$ 215,900.79	36.12%

Facilities - Courthouse

Arteaga (DBE) - HVAC	4,835.62	4,835.62	100.00%
Dnesco Electric	83,933.82	14,686.00	17.50%
Grunau - Plumbing	67,623.02	14,070.00	20.81%
NAGY Restoration - Construction	8,566.09	1,440.00	16.81%
United Flooring	52,642.88	6,762.00	12.85%
Wil-Surge Electric	10,476.00	0.00	0.00%
Total	\$ 228,077.43	\$ 41,793.62	18.32%

Facilities - County Grounds

Grunau - Plumbing	305,818.18	77,761.00	25.43%
Langer - Roofing	10,288.50	0.00	0.00%
NAGY Restoration - Construction	3,887.99	800.00	20.58%
Property Electric	56,540.08	540.72	0.96%
Total	\$ 376,534.75	\$ 79,101.72	21.01%

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

2011 T & M DBE Achievements (2 of 3)

Departmental Expenditures by Individual Contractor

Facility	\$ Expended	\$ To DBEs	DBE %
<u>GMIA & Timmerman Field</u>			
Arteaga (DBE) - HVAC	157,038.28	103,552.01	65.94%
Cornerstone Plumbing	163,453.55	9,719.22	5.95%
Dnesco Electric	372,058.56	78,321.61	21.05%
Grunau - Plumbing	64,653.00	6,712.00	10.38%
Integrity Environmental	64,810.42	15,555.00	24.00%
Milwaukee Iron Works (DBE)	14,881.28	14,881.28	100.00%
Nagy Restoration - Concrete	35,851.19	4,930.00	13.75%
Nagy Restoration - Construction	91,572.99	21,890.00	23.90%
Nagy Restoration - Painting	0.00	0.00	0.00%
Northway Fence	65,168.94	12,933.10	19.85%
Poblocki Paving	197,840.00	55,179.75	27.89%
United Flooring	9,965.03	900.00	9.03%
Velcheck & Finger Roofing	136,334.72	16,015.11	11.75%
Total	\$ 1,373,627.96	\$ 340,589.08	24.79%

Marcia Coggs Complex

Belonger Corporation - HVAC	7,867.65	7,867.65	100.00%
Belonger Corporation - Plumbing	16,803.17	16,803.17	100.00%
Dnesco Electric	32,735.66	10,784.43	32.94%
Joseph Lorenz Construction	16,133.20	7,900.00	48.97%
Meer Electric	10,854.40	6,908.55	63.65%
Total	\$ 84,394.08	\$ 50,263.80	59.56%

DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%

2011T & M DBE Achievements (3 of 3)

Departmental Expenditures by Individual Contractor

Facility	\$ Expended	\$ To DBEs	DBE %
<u>Parks, Recreation & Culture</u>			
Grunau - HVAC	97,739.97	11,259.89	11.52%
Joseph Lorenz Construction	23,536.39	5,900.00	25.07%
Milwaukee Plumbing	10,029.49	1,500.00	14.96%
NAGY Restoration - Construction	128,186.00	44,410.96	34.65%
Northway Fence	33,154.00	8,810.00	26.57%
PARSS	30,239.91	2,479.54	8.20%
Poblocki Paving	211,154.00	36,897.59	17.47%
Property Electric	95,250.98	17,308.00	18.17%
Velcheck & Finger - Roofing	29,160.18	400.00	1.37%
Vista Design & Construction (DBE)	145,979.84	102,553.44	70.25%
Total	\$ 804,430.76	\$ 231,519.42	28.78%

Zoological Society

Grunau - Electric	4,694.60	0.00	0.00%
Grunau - HVAC Controls	62,556.28	0.00	0.00%
Grunau - Plumbing	19,557.10	803.32	4.11%
JF Cook Company (DBE) - Glazing	16,449.54	16,449.54	100.00%
Kubenik Mechanical - Metal Fabrication	33,242.00	28.55	0.09%
Langer Roofing	39,262.44	0.00	0.00%
NAGY Restoration - Construction	53,124.34	33,292.00	62.67%
Northway Fencing	23,106.50	10,101.16	43.72%
Poblocki Paving	6,798.00	4,011.00	59.00%
Total	\$ 258,790.80	\$ 64,685.57	25.00%

Grand Total	\$ 4,043,543.38	\$ 1,062,107.11	26.27%
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DBE utilization 20 - 25%

DBE utilization 10 - 19.99%

DBE utilization < 10%



Community Business Development Partners
MILWAUKEE COUNTY

MARINA DIMITRIJEVIC • Chairwoman, Milwaukee County Board of Supervisors
 NELSON SOLER • Interim Director, Community Business Development Partners

INTER-OFFICE COMMUNICATION

DATE: September 27, 2012

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
 Supervisor Patricia Jursik, Chairwoman, Economic & Community Development Committee
 Supervisor Members, Economic & Community Development Committee

FROM: Nelson Soler, Interim Director, Community Business Development Partners

SUBJECT: DBE WAIVER REPORT FOR AUGUST 2012

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

CBDP is responsible for designing, implementing, monitoring and enforcing Milwaukee County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes establishing participation goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. Participation goals may only be established on contracts where opportunities exist for ready, willing and able certified firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Part 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action of the County Board and County Executive established, and adopted, rules and regulations of USDOT Office of the Secretary, per the Federal Register (49 CFR Parts 23 and 26), over Milwaukee County's Federally, and County, funded projects.

Milwaukee County, as a Federal funding recipient, is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. These certifying partners share the responsibility of verifying and maintaining the status of the 913 currently certified firms throughout the State, while processing all new applications.

MILWAUKEE COUNTY - CITY CAMPUS • 2711 WEST WELLS STREET, 8TH FLOOR, ROOM 830 • MILWAUKEE, WI 53208
 TELEPHONE (414) 278-5248 • FAX (414) 223-1958

DBE GOALS

The Milwaukee County Board of Supervisors has established the County's overall desired levels of DBE participation as follows:

Public Works, Construction & Design	25%
Time & Material Contracts	25%
Professional Service Contracts	17%
Procurement of Service Contracts	17%
Procurement of Goods & Commodities	10%

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before forwarding the request on to the Director for determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

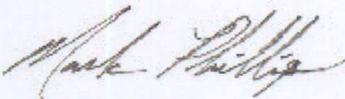
WAIVER REPORT SUMMARY

The **DBE Waiver Report for August 2012**, as compiled and attached by CBDP, notes the following totals and overall percentage of waiver requests. Please see the attachment for waivers requested as broken out by individual owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval, or lack thereof.

Total Contracted Dollars for Month	\$	3,556,910.38
Total Contracted Dollars w/ Waiver Approval	\$	235,903.95
Total Contracted Dollars w/o Waiver Approval	\$	37,500.00
Percentage of Contracts Waived for Month		7.69%

RECOMMENDATION

The following CBDP staff members prepared this informational report, and humbly propose that it be received and filed, as such.



Mark Phillips
Contract Compliance Manger, DBE

Approved by:



Nelson Soler
Interim Director

CC: Chris Abele, Milwaukee County Executive

DBE Waiver Report August 2012

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
DHHS-Behavioral Health	Aggeus Healthcare	Provide podiatry services.	1,500.00	Under \$2,000
MCSO	Mobilex	Inmate X-ray services.	144,903.95	No DBE providers
GMIA	Quarles & Brady, LLP	Special Counsel	10,000.00	Specialized Legal Services
GMIA	Graef USA	Concourse C Connector Precast Panel Damage Evaluation & Repair Design	4,500.00	Emergency Repair
Human Resources	Gonzalez, Saggio & Harlan	David Clark vs Milwaukee County Civil Service Commission	15,000.00	Specialized Legal Services
Parks	Milwaukee Community Service Corps	Clean up of Bradford and McKinley beaches	10,000.00	Not-For-Profit Partnership
Risk Management	Securance Consulting	Assess & advise on security of electronically protected health information	50,000.00	HIPPA Requirement
<u>Contracts Issued Without CDBP Review ²</u>				
Medical Examiner	Lake Country Pathologist	Part-time forensic lab oversight	37,500.00	No CDBP Review

Total Contract \$ Amount for Month	\$3,556,910.38
Total Approved Waiver \$ Amount	\$235,903.95
Total Unapproved Waiver \$ Amount	\$37,500.00
Percentage Waived	7.69%

¹ Waivers approved by CDBP; within guidelines of Code of General Ordinances

² Contracts issued by Departments in violation of the Code of General Ordinances;
CDBP is made aware of these projects when Accounts Payable forwards new contract information