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Referred
JUN 18 2013
County Board
Chair

May 15, 2013

Milwaukee County

Attn: Chris Abele, County Executive

Marina Dimitrijevic, Board Chairwoman

Patricia Jursik, Chair, Economic and Community Development Committee

Teig Whaley-Smith, Economic Development Director

Kimberly Walker, Corporation Counsel

Milwaukee County Courthouse

901 North Ninth Street

Milwaukee, Wisconsin 53233

Re: Milwaukee County Research Park Corporation ("MCRPC") Exercise of its Option to Extend the Technology Innovation Center (the "TIC")/M-1 Building Lease

Ladies and Gentlemen:

The purpose of this letter is to notify you that MCRPC desires to exercise its third option to extend the Lease (as defined below) for an additional five years. As you know, the TIC has been a tremendous success, creating and retaining technology and research jobs and businesses in Milwaukee County. This success has required MCRPC to extend the Lease to accommodate its research and technology tenants which may lease space for up to three-year terms. The Lease, which expires on September 30, 2013, must now be extended to accommodate the lease needs of such tenants.

Milwaukee County (the "County") and MCRPC entered into a certain Lease for part of the building formerly known as the Muirdale M-1 Building, now known as the TIC, and certain parking related thereto, which Lease was dated as of March 15, 1993 (the "Original Lease"). The County and MCRPC also entered into that certain TIC Agreement, further defining their relationship related to the TIC, which agreement was dated March 9, 1993 (the "TIC Agreement"). The Original Lease was amended by that certain First Amendment to Lease dated as of April 26, 1994, that certain Lease Extension Agreement dated March 25, 1995, and that certain Third Amendment dated as of February 19, 1999, and further amended by that certain Fourth Amendment to Lease executed by the County and MCRPC on August 31, 1999. The Original Lease and the TIC Agreement, as amended, shall hereinafter be referred to as the "Lease."

The term of the Lease has previously been extended through September 30, 2013, and MCRPC has the ability to extend the Lease for one additional five-year term.

MCRPC hereby formally notifies the County, as permitted by the Lease, that it is extending the term of the Lease through September 30, 2018. As provided for in the Lease, all the terms and conditions of the Lease applicable to the existing term shall be applicable to the extended term.

Please contact William Ryan Drew or Guy T. Mascari at the Research Park at 414-778-1400 if you have any questions or comments regarding this matter. MCRPC looks to a continuing mutually beneficial relationship with the County at the TIC.

Sincerely,

MILWAUKEE COUNTY RESEARCH PARK CORPORATION

By: 

James N. Elliott, Chairman

By: 

William Ryan Drew
Executive Director

cc: Mr. Guy T. Mascari, MCRPC
Mr. William Invie Shroyer, Reinhart Boerner

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: July 1, 2013

TO: Supervisor Patricia Jursik, Chair, Economic & Community Development

FROM: Teig Whaley-Smith, Economic Development Director, Department of Administrative Services

SUBJECT: WRTP/Big Step Ready to Work Initiative

REQUEST

There is no request at this time; this report is for informational purposes only.

BACKGROUND

The Ready to Work initiative and partnership with WRTP/Big Step continues to progress in a positive direction.

The audit, program deliverable and narrative reports highlight successes and give assurances that the funds are being used in accordance with the contract.

Finally, Economic Development staff continues to be in regular contact and communication with WRTP/Big Step.

RECOMMENDATION

There is no recommendation at this time, this report is for informational purposes only.

Teig Whaley-Smith
Economic Development Director, Department of Administrative Services

Attachments

cc: Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Economic and Community Development Committee Members
Don Tyler, Director, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, County Executive's Office
Julie Esch, Director of Operations, DAS
Barbara Pariseau, Senior Executive Assistant, DAS



**Wisconsin Regional Training Partnership (WRTP/BIG STEP)
Quarterly Narrative Report: February 1, 2013 to April 1, 2013
WRTP/BIG STEP-Milwaukee County Ready To Work Partnership**

OVERVIEW AND BACKGROUND

The **WRTP/BIG STEP** is an innovative and nationally recognized workforce development intermediary. A not for profit agency, **WRTP/BIG STEP** has developed comprehensive systems to align the needs of unemployed and underserved community residents seeking family supporting careers. As an intermediary, **WRTP/BIGSTEP** is an integrated funding model leveraging public and private investments and partnerships in meeting the needs of the economy and connecting people with careers.

By working with industries to close the skills gap in workforce development, **WRTP/BIG STEP's Industry led, Worker Centered and Community Focused** approach substantially improves the economic strength of the entire Milwaukee community. As an industry led organization, **WRTP/BIG STEP** works with industry to develop training and employment programs to connect Milwaukee County residents with employment and training opportunities in the local construction and manufacturing industries, and emerging sectors of the economy. Labor market data and recent news highlight the need to develop a skilled and qualified workforce in a coordinated manner.

WRTP/BIG STEP is a “high road” approach to put real people on real family supporting career pathways by facilitating recruitment, training, direct hire, placement and retention services for Milwaukee County Residents. Complimentary to traditional “jobs programs”, **WRTP/BIG STEP** has developed a flexible and industry responsive model that identifies construction and manufacturing workforce needs first, and then develops strategies and programs to connect Milwaukee County residents with those jobs. This ensures that the training we provide our participants prepares them for placement in pre-targeted jobs upon successful completion of the programs. Our participants are placed in employment through industry designed and credentialed on the job training programs where they learn and earn as they begin their new career pathways.

PROGRAM ACTIVITIES

The Ready To Work program was launched in August of 2012 with the goal of connecting Milwaukee County residents to career pathways and employment. This narrative report covers Quarter Three (Q3) of the partnership. The project is designed to engage industry and develop education and training programs and partnerships that lead to careers and meet the needs of public and private sector employers and emerging needs within Milwaukee County. The Narrative Report is complimentary to Data & Fiscal Reporting providing to Milwaukee County, and highlights work completed in the three

Prepared on March 26, 2013 By:

WRTP/BIG STEP, 3841 West Wisconsin Avenue, Milwaukee, WI 53208, 414-342-9787, www.wrtp.org

areas of the project design – working with industry and Milwaukee County to identify employment opportunities, expanding and enhancing community workforce partnerships, and implementing effective workforce strategies to connect individuals with education, training, and employment.

INDUSTRY & MILWAUKEE COUNTY PARTNERSHIP

Construction Program Highlights

In preparation for a busy summer and fall of construction in Milwaukee, we have continued a higher number of individuals in our construction training and tutoring programs. In conjunction with the skilled trades, MATC, and the WI Bureau of Apprenticeship, WRTP/BIG STEP provides industry based training and certification, career development and employment support for individuals seeking an apprenticeship or placement into the industry. WRTP/BIG STEP has a unique partnership with the trades and tutors Milwaukee County residents interested in a construction career pathway in basic math, reading, spatial and mechanical skills - all skills and aptitudes critical to score well and pass the Accuplacer assessment required for entry into the trades. We introduce them to basic construction industry curriculum including green building concepts, assist them in choosing a career pathway in a skilled trade, and administer the Accuplacer assessment in preparation for apprenticeship. Our program in Q3 continued with more individuals in tutoring than in prior years due to our work with industry to identify and assess an overall increase in opportunities in the construction industry.

As a part of this process, **WRTP/BIG STEP's** Construction program meets regularly with the Joint Apprenticeship Committees and the Construction Labor Management Council to assess the construction needs of the community at large and identify trends in construction employment in the next year. For example, in Q3, we have begun preparing for a training program with the Bricklayer's union. They host a pre-job apprenticeship program and are looking to develop a new partnership with WRTP/BIGSTEP to recruit qualified candidates for the program. . We also partnered with the Painter's Union to implement program and certification in lead paint abatement, Road Building Training classes planned with the Ironworkers and Cement Masons for the next quarter. **WRTP/BIG STEP** is working directly with Milwaukee County Parks to train all of their new hires in the Parks department's seasonal workforce as well as providing skills upgrade training for the Park's incumbent workforce such as skid steer and heavy equipment training.

WRTP/BIG STEP participants in the Road Building Training class in April 2013 have had the benefit of key trades playing a significant role in contributing to the class. OPMCIA 599 invited the class to their training center, and Kilah Engelke, Training Coordinator, gave the class a chance to see a day in the life of a Cement Mason, including hands on presentations. The class received valuable information about the work in the construction field and the benefits of enrolling in a union construction apprenticeship program. Scott Hink, Financial Secretary of OMCMA 599, and Matt Ganhs, Business Agent 588, spoke with the participants about the benefits of being part of the trades as well as working for a high-road contractors. Rick Hanson, Training Coordinator for the Ironworkers, presented to the road building class a description of work as an ironworker, how to apply for the apprenticeship, and how to be successful in this career. Adam Holmes, Training Coordinator for IUPATDC 7 and John Burcaw, International Representative, discussed how to pursue an apprenticeship as a painter including

information on apprenticeship, the types of work and jobs painters do and how to succeed in a career as a union painter. Dawn Pratt, Payne & Dolan, spoke the participants on how to apply for a job, how to interview successfully, and the “dos and don’ts” during interviews and on the job. She facilitated mock interviews with the class and answered questions from a union contractor perspective about working in the construction field.

WRTP/BIG STEP is also working with individual trades to identify green training certificates for apprentices and journey workers, for example we are in early discussions with the painters around lead renovator certifications.

Once again, **WRTP/BIG STEP** participated in the Building Advantage Career Fair. The Pathway's program is **WRTP/BIG STEP's** process for creating an avenue for youth to utilize the Work-based Learning Program. **WRTP/BIG STEP** collaborated with Building Advantage and Milwaukee Public Schools to send 135 Milwaukee area middle and high school students from five schools including Bradley Technical High School, School of Career and Technical Education, Hamilton High School, Cooper Middle School and Carson Academy, to the career fair in an effort to expose them to viable and exciting careers in the construction trades. In our efforts to prepare the future workforce, **WRTP/BIG STEP** participates in student field trips to demonstrate the day-to-day activities in real construction career pathways. The Building Advantage Career Fair provided an excellent opportunity for students to try out various trades including RoadBuilding trades first hand. Several area labor groups came together for the event and provided hands-on activities that excited students about pursuing careers the trades. **WRTP/BIG STEP** serves as a key link for those students interested in a skilled trades career. As the premier apprenticeship-preparation program, the BIG STEP tutoring program provides assistance in helping workers become ready to enter an apprenticeship.

The Joint Apprenticeship Training Director Meeting was hosted and facilitated by **WRTP/BIG STEP** and several trades (bricklayers, carpenters, sprinkler fitters, plumbers, cement masons, laborers, painters, electrical, and roofers) gathered to discuss collaboration around recruitment of candidates and meeting workforce requirements for upcoming projects. In addition to the Joint Director meeting,

WRTP/BIG STEP staff attends the Joint Apprenticeship Committee (JAC) and Joint Apprenticeship and Training Committee (JATC) meetings. It is especially important for staff to attend these meetings because we are better able to communicate information on our upcoming training classes and certificates with the industry in an effective manner. This allows for the training classes and tutoring to be customized for the demands of the industry as well as the basic requirements of the industry. At these meetings, questions were posed to industry as to what additional skills are needed to obtain and retain a job in the current job market. As well, we partner with industry to meet the training and certification opportunities for previous graduates that are out of work and qualify, including the City of Milwaukee’s Residents Preference Program (RPP), the Milwaukee Public School’s COIN certification, the WI DOT TrANS Road-building training, Section 3 certification, and MMSD certification.

Manufacturing Program Highlights

Industry Field Work

Employers

Industry field work includes meeting with employers and labor partners to identify current and projected occupational openings, to discuss and analyze skills, experience, and employment requirements for occupations and classifications, to discuss and develop workforce strategies to meet growth and expansion needs as well as advancement and retention strategies for current workers, and looking at best practices throughout industry to enhance productivity and competitiveness. Meetings with Masterson in January and February led to a planning Masterson Direct Hire Orientation in March for 10 open manufacturing positions. We are in discussions with several other manufacturers ramping up this spring and summer including HB Performance Systems who will be starting another training program in June.

Manufacturing Skills Committee (MSC)

As the regional workforce intermediary for the manufacturing sector, the **WRTP/BIG STEP** plays a key role in developing and coordinating industry partnerships. **WRTP/BIG STEP** Industry Field staff conducted field outreach to local and regional manufacturing employers and related labor partners to identify industry workforce needs and assess employment and career opportunities. The philosophy driving industry partnership development is to develop and expand workforce strategies that assist employers that want to grow and expand their workforce based on building a skilled and competitive workforce. The **WRTP/BIG STEP** utilizes several strategies to identify and reach manufacturers throughout the region. The primary outreach has been through the development of the **WRTP/BIG STEP** Manufacturing Skills Committee (MSC) – a group comprised of more than 40 regional manufacturing employers who have a shared interest in addressing their immediate and long term workforce needs. In addition, **WRTP/BIG STEP** staff work through direct relations with companies and labor affiliates, including the International Association of Machinists, United Steel Workers, and United Auto Workers. Finally, **WRTP/BIG STEP** has brought greater attention to the manufacturing community and **WRTP/BIG STEP** has been directly responding to referrals from the Mayor's Office and MAWIB.

Industry Needs Assessments

WRTP/BIG STEP worked with industry partners to complete a Manufacturing Needs Assessment in January 2013 of key economic indicators in the manufacturing sector. Over 140 Southeastern Wisconsin manufacturers were surveyed and the results show that overall manufacturing is strong in Wisconsin and workforce development needs are growing substantially with an aging and retiring skilled workforce. The needs assessment has begun conversations with numerous manufacturers with many more in our pipeline to design industry driven plans to meet the rising demand for workers in the sector. February, March and April were utilized to analyze the information gathered in the needs assessments and a report of the findings is in development. The assessment shows that manufacturing in the state is on the rise and the need for manufacturing employees is rising dramatically due to retirements, increases in production and industry growth. As a result, **WRTP/BIG STEP** has identified a significant amount of workforce development opportunity and is responding with increases in trainings and direct outreach to employers. An Executive Summary of the report will be released in May with a full report release expected in June.

Our outreach continues to local industry employers including Harley Davidson, OilGear, and Masterson under the Milwaukee County Ready to Work partnership. Placement of our manufacturing trainees has been a top priority. As a result of the survey, **WRTP/BIG STEP** is significantly increasing ELMS (Entry Level Manufacturing Skills) trainings with MSSC-Green Production Module (GPM) to meet the anticipated rise in demand. MSSC-GPM trainings has begun testing MSSC-GPM candidates with mixed results based on the curriculum provided by MSSC, so the trainings have been redesigned with internal curriculum developed to target the special training needs of, in particular, those with little experience in manufacturing. Internal assessments are done prior to official testing to identify any further training needs individually and those are addressed prior to certification testing. We now offer this enhanced training to all participants with weekly 5 day sessions from 8am to 12 noon that will be expanded to add a separate 1pm to 5pm session with more interested participants.

In partnership with HB Systems, WRTP/BIG STEP has placed a total of nearly 30 individuals into employment. GE Energy has also begun to place individuals from their training programs and through direct hire. Through our partnership with Harley-Davidson, we coordinated the training, AON testing and placement of 16 participants who completed a 40 hour paid training on site prior to placement with Harley-Davidson.

Transitional Jobs Pilot Program (Subsidized adult employment training) began in April / May with 14-15 trainees. We are ramping up to be fully certified to train and test in all 5 MSSC modules in approximately two months. In late April, WRTP/BIG STEP worked with the United Steel Workers to staff a joint table at their statewide conference on flexible workforce recruiting for the Michigan and Wisconsin groups.

Direct Hire Orientations/General Information Sessions

WRTP/BIG STEP staff implemented a number of strategies to outreach and recruit candidates for participation in employment and training programs. The primary strategy for recruitment is the General Information Session (GIS) which is coordinated monthly and is open to residents and individual participating in workforce programs through local community organizations and/or the One Stop Job Centers. **WRTP/BIG STEP** doubled the number of GIS's offered beginning in January 2013 and throughout the spring. Additionally, **WRTP/BIG STEP** conducted outreach directly through communication with WIA Adult and Dislocated Workers Case Managers, Milwaukee Builds partner agencies, and receiving general referrals from other public partners.

In addition to the GIS, **WRTP/BIG STEP** conducted direct hire orientations and related recruitment sessions specifically geared for training and direct hire employment opportunities. For example on March 26th, nearly 50 people attended a direct hire orientation WRTP/BIG STEP held for Masterson Corporation for 20+ open positions including maintenance, technicians, production workers, electricians, pipefitters, etc., the recruitment was followed by interviews onsite at the Center of Excellence. The company immediately hired 9 individuals with more in training and recruitment ongoing. **WRTP/BIG STEP** is continuing to design more training sessions with these new hires and with incumbent workers at the Masterson facility. In addition to the Masterson Direct Hire Recruitment a General Manufacturing Direct Hire Orientation was held on March 28th.

COMMUNITY WORKFORCE PARTNERSHIP (CWP)

The Milwaukee County Ready to Work partnership responds to the one of the most staggering problems in Milwaukee, long term unemployment among central city residents due to lack of education, training, and access to employment networks. Therefore, one of the fundamental goals of the Ready to Work is connecting unemployed residents to employment and developing sustainable career development to ensure long term growth and attachment to work.

Also in January, the highly successful fall 2013 pilot orientations, Resource Information Sessions (RIS) were incorporated into our overall orientation process. We expanded the RIS to include CWP partners from several agencies who work one on one with participants to identify barriers to employment they are facing and enroll them onsite into community based programs to remove those barriers including a new partnership in March with Legal Action of Wisconsin to assist participants otherwise eligible for our programs in obtaining driver's licenses, and assisting with other barriers to employment such as child support obligations. Participants are encouraged to return to **WRTP/BIG STEP** once they are career ready. **WRTP/BIG STEP** is currently running these sessions twice monthly and anticipates some results later this year. We are continuing to build the CWP through outreach that includes regular emails to over 80 community groups we work with regularly on coordination of services for our participants.

Community based organizations attending these meetings include the Northcott Neighborhood House, the Milwaukee Community Service Corps, the Milwaukee Christian Center, Legal Action of Milwaukee, Wisconsin Community Services, Interfaith Coalition of Milwaukee, Center for Self Sufficiency and the Wisconsin Seasonal Workforce Coalition. The Community Workforce Partnership's goals are to coordinate, expand and enhance, **WRTP/BIG STEP's** community outreach efforts by coordinating our programming with existing community based activities. By coordinating referrals between agencies to ensure that underprivileged community residents find our programs, are prepared to enter them and have access to the full breath of community support available we ensure they are successful while training and transitioning into their new career pathways.

Through the CWP and working in collaboration with the Association of General Contractors of Greater Milwaukee, Milwaukee Building and Construction Trades Council, the City of Milwaukee – DWD, Milwaukee County, WI-DOT, and several skilled trades, **WRTP/BIG STEP** is front and center developing a plan to address the major construction industry workforce needs in light of the Lakefront Redevelopment construction projects planned for 2013-2015. These projects are no minor task, they will require a massive construction workforce and **WRTP/BIG STEP** is working to ensure the construction projects are designed to utilize a local Milwaukee County workforce and build the economic strength of the entire region. Agreements are already in place to ensure that the residential participation and workforce requirements are successfully implemented on these projects. As the primary certification entity for the RPP program, **WRTP/BIG STEP** will be a primary workforce source for the industry partners bidding on these projects. In working with the trades, we are assessing all the major construction projects (Potawatomi, Froedtert Hospital's new transplant center, the Zoo interchange, etc) to ensure that an accurate assessment of the regional workforce needs is done with an eye on the current journey worker to apprenticeship lists. Each trade is coming to the table with

their preliminary apprenticeship needs assessments and discussing how to build their industry locally and avoid contractors having to go outside the local workforce. A plan is in development to utilize **WRTP/BIG STEP's** ramped up tutoring and Entry Level Construction Skills program to fill those empty slots in apprenticeship lists in several skilled trades with a local workforce ready for apprenticeship.

CAREER PATHWAYS & PLACEMENT ACTIVITIES

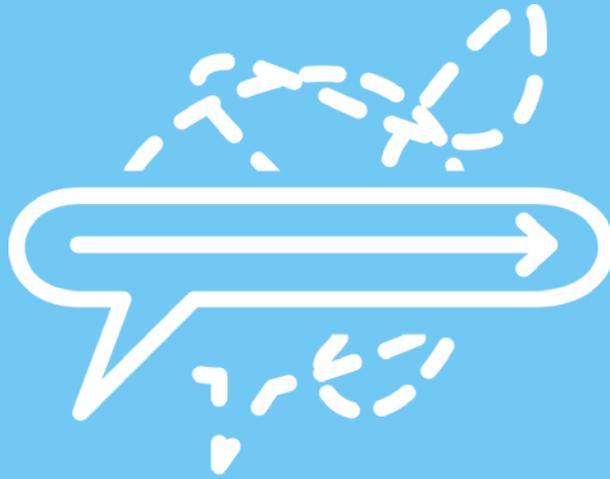
The **WRTP/BIG STEP-Milwaukee County Ready to Work Partnership** is growing rapidly. Under the program we have doubled the number of General Information Sessions (GIS) and direct hire orientations, implemented Resource Information Sessions (RIS) sessions and related career pathway workshops, and ramped up significant field work within our targeted employment sectors.

	Q3	Q2	Q1	Totals	Projected to date*
Milwaukee County Residents - Recruitment & Assessment:	337	340	492	1,169	825
Milwaukee County Residents - Career Pathway:	102	106	217	425	270
Placed in Employment	74	31	44	149	200

The following list of construction and manufacturing companies hired **WRTP/BIG STEP** participants in Q3:

Actual Electrical	GE Energy	Michael's Construction
Alpine Plumbing	Hanel Corporation	Onsite Staffing
Choice Construction Company Inc	Harley-Davidson	Pieper Electric Inc.
Coates Electric	HB Performance Systems	Quad Graphics
Common Links	Hetzel-Sanfillipo	Quality Insulation
Craftmaster Painting	Hirshfeild Services	Racine Home Insulators, LLC
Direct TV	Lake Country Heating & Cooling	Staff Electric
DRS	Larosa Landscaping	Triada-Greenheck
Express Temp Agency - National HME	Marshall Erecting	Uihlein Electric Co., Inc
Floor 360	Masterson Company	United States Alliance Fire Protection, Inc
Frontier Airline	McDowell Construction	Zenith Tech Inc.

The initial successes of Milwaukee County Ready to Work in the early phase of the program are due to **WRTP/BIG STEP's** well developed formula. The Milwaukee County Ready to Work partnership enables us to identify and plan for a major scaling of programming to meet the industry demands forecasted in manufacturing and construction. **WRTP/BIG STEP** is on track to meet and exceed the goals of the program to serve 1,000 new participants and place 500 Milwaukee County residents in family supporting careers.



Get the straight story.

WRTP/BIG STEP

Quarterly Reporting Framework for the Ready to Work Program

June 19, 2013



Candor. Insight. Results.

Prepared By:
Christine Smith, Principal
Baker Tilly Virchow Krause, LLP
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P.O. Box 7398
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June 19, 2013

Mr. Earl Buford
President/CEO
3841 W Wisconsin Avenue
Milwaukee, WI 53208

Dear Mr. Buford:

On December 12, 2012, Baker Tilly Virchow Krause, LLP ("Baker Tilly") was contracted to establish and execute a quarterly reporting framework for the Ready to Work Workforce program. The purpose of the project was to establish a reporting framework to verify the accuracy of quarterly program outcomes and expenditures, and to provide an independent review of the quarterly reports on the Ready to Work Workforce Development program.

Baker Tilly is pleased to present our review of the program's 3rd Quarter expenditures and participation. Please do not hesitate to contact us with any questions you might have regarding the information contained in this report or the work completed to reach the conclusions set forth.

We are pleased to be working with you throughout this project and appreciate the cooperation of the managers and staff with whom we have worked.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

Christine Smith, Principal

WRTP Quarterly Reporting Framework for the Ready to Work Program

Background and Summary

We have completed our review of the Wisconsin Regional Training Partnership/Building Industry Group Skilled Trades Employment Program's ("WRTP/ BIG STEP") Quarter 3 Report of its administration of the Ready to Work Workforce Development program. Consistent with the prior report, the Quarter 3 Report contained both monthly snapshots of financial and program information from February 2013 through April 2013, and a summary of the entire three month period.

Under its contract with Milwaukee County, WRTP/BIG STEP is required to complete quarterly reports throughout the duration of this 18 month program that contain information on the number of people served by the program, the types of services individuals received, and program expenditures, including personnel and program costs. Milwaukee County and WRTP/BIG STEP have jointly created a format for the quarterly reports. WRTP/BIG STEP has contracted with Baker Tilly Virchow Krause, LLP ("Baker Tilly", "we", "our", "us") as the outside agency to determine whether the quarterly reports are reasonable and accurately reflect the program activities and expenditures.

Based on our review, the Quarter 3 Report contains reasonable and accurate information regarding program expenditures and program participation. Baker Tilly did not note any discrepancies from the quarterly report WRTP provided to the County.

Review of Program Expenditures

Our financial review confirmed that the direct and indirect expenditures were calculated accurately and are reasonable and tied out to WRTP/BIG STEP's financial statements. As shown in the table below, from February 2013 through April 2013, WRTP/BIG STEP spent a total of \$141,321, including \$109,714 in direct expenditures and \$31,607 in indirect expenditures, to provide career pathway and training services and provide job placement assistance. Expenditures increased during the three month period as program participation increased.

Expenditures for the Ready to Work Workforce Development Program ¹			
	Direct Expenditures	Indirect Expenditures	Total
February 2013	\$ 36,050	\$10,040	\$ 46,090
March 2013	35,311	9,788	45,099
April 2013	38,353	11,779	50,132
Total	\$109,714	\$31,607	\$141,321

Review of Program Participation

WRTP/BIG STEP uses Efforts to Outcomes (ETO)—a system that is used by many non-profits and governments—to record and analyze program participants' progression through the program. To complete our review and verify the program outcomes reported by WRTP/BIG STEP, we obtained an unmodified extract of the information maintained in ETO for each of the months in the quarter under review. We independently analyzed the unmodified data to verify the accuracy of the program information contained in the monthly detail contained in the Quarter 3 Report, as well as the quarterly summary information.

¹ Analyses performed using data provided by WRTP/BIG STEP.

WRTP Quarterly Reporting Framework for the Ready to Work Program

As shown in the table below, our review confirmed that 337 individuals received recruitment and assessment services from February 2013 through April 2013. We also confirmed that 102 participants were placed in career pathway and training programs during the same period.

Assessment and Training Services Provided to Milwaukee County Residents February 2013 through April 2013²		
	Quarter 2 Report	Baker Tilly Calculation
Received Recruitment and Assessment	337	337
Career Pathway and Training Services	102	102

A total of 74 participants were placed into employment from February 2013 through April 2013. As noted, our findings differ from the Quarter 3 Report only in the type of job a participant was placed. The total number of job placements was accurately reported. As shown in the table below, we found:

- 30 individuals were placed into construction jobs;
- 35 individuals were placed into manufacturing jobs; and
- 9 individuals were placed into a general labor position.

Number of Milwaukee County Resident Placed into Employment February 2013 through April 2013³						
	Construction		Manufacturing		Other	
	Quarter 3 Report	Baker Tilly Calculation	Quarter 3 Report	Baker Tilly Calculation	Quarter 3 Report	Baker Tilly Calculation
Full-Time	30	30	35	35	9	9
Part-time or Seasonal	0	0	0	0	0	0
Total	30	30	35	35	9	9

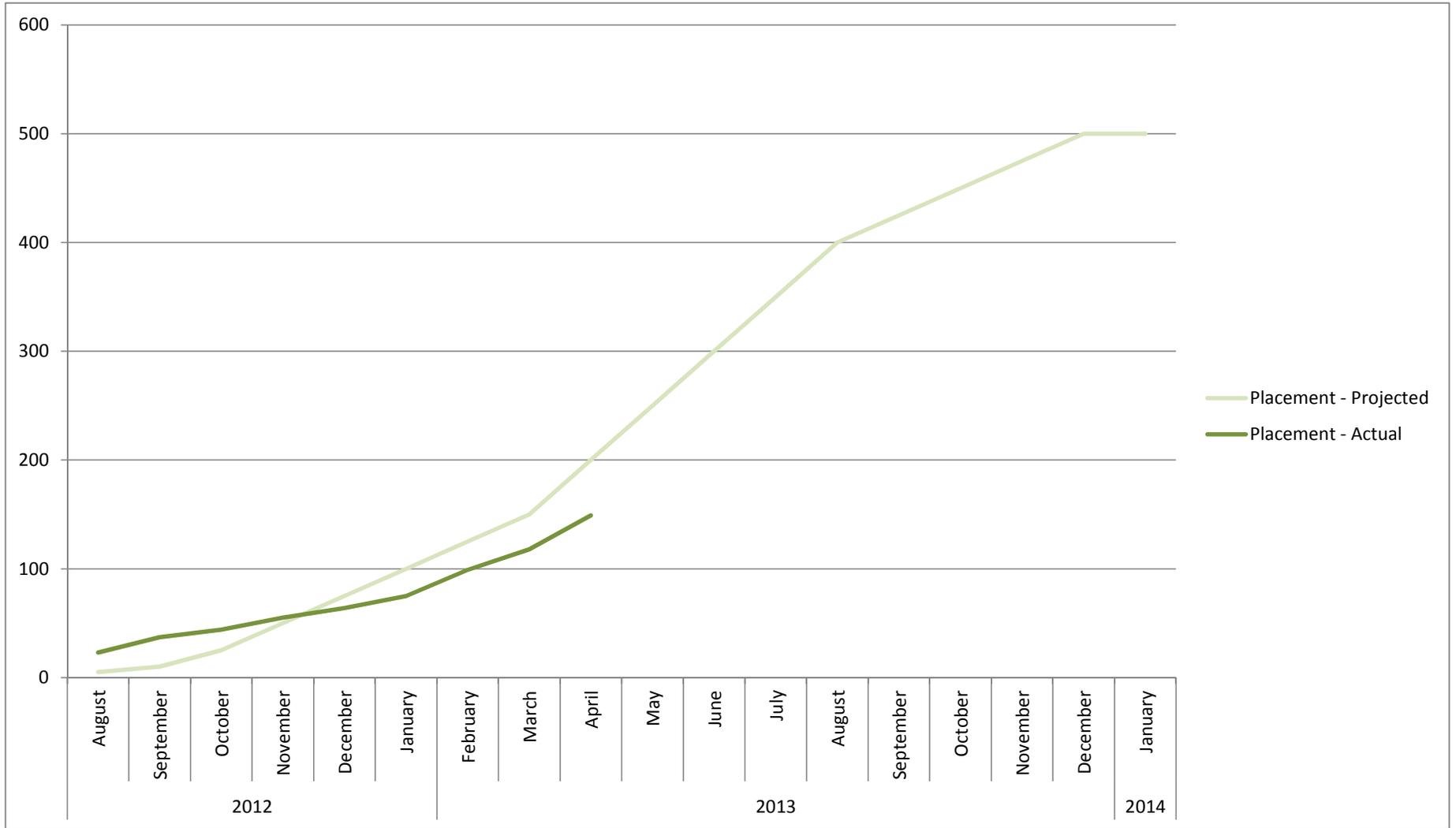
² Analyses performed using data provided by WRTP/BIG STEP.

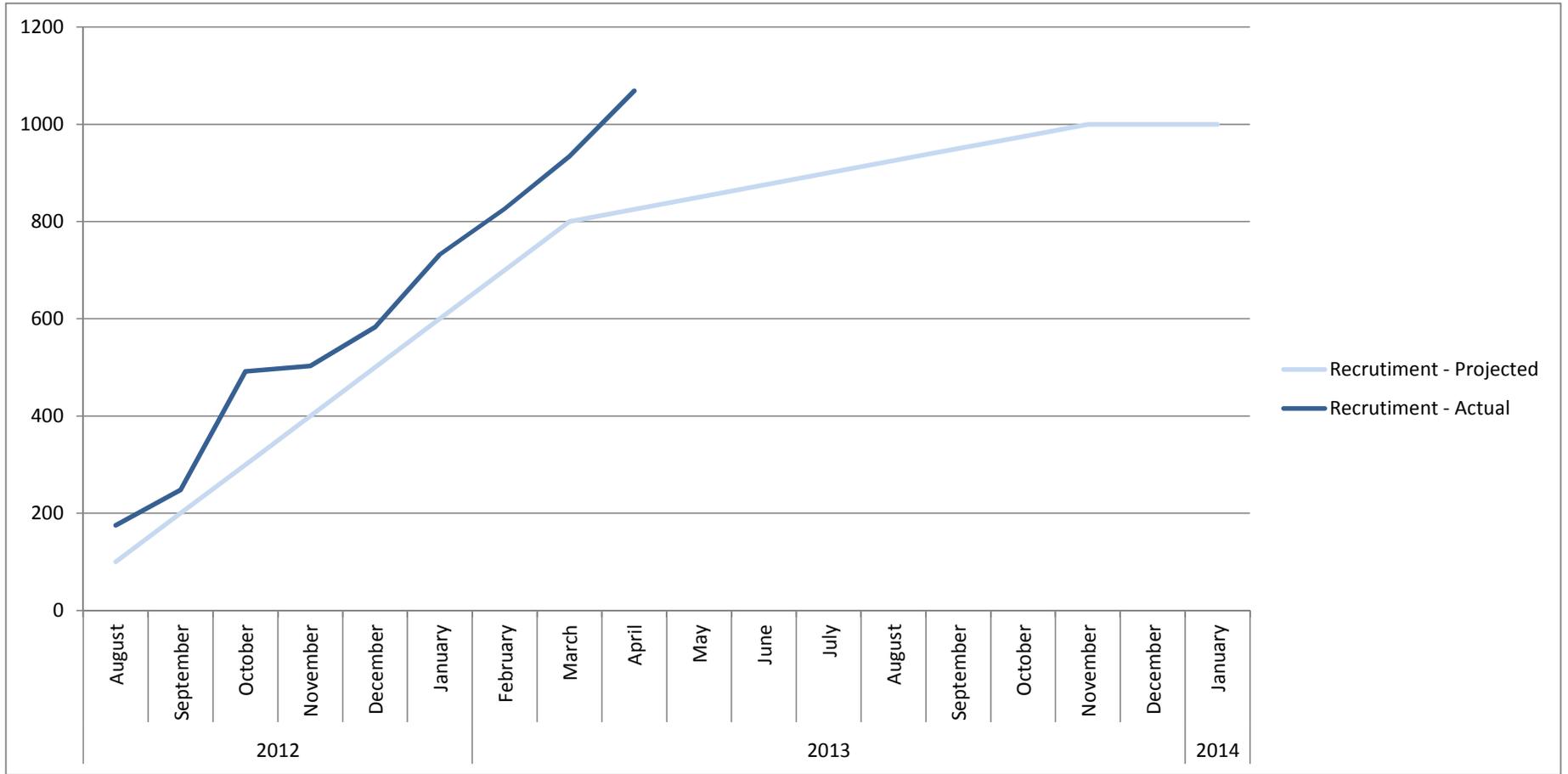
³ Analyses performed using data provided by WRTP/BIG STEP.

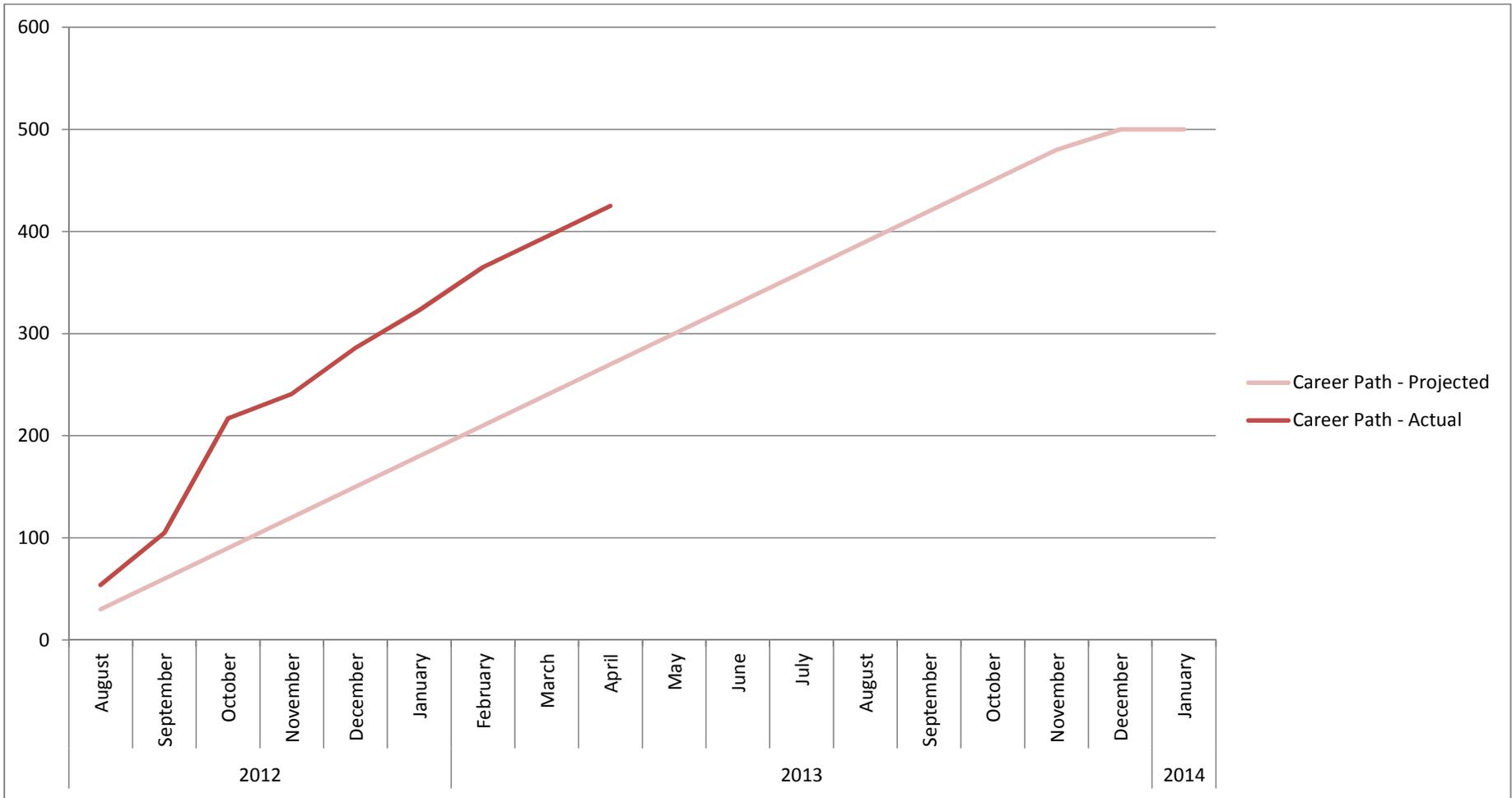
WRTP Quarterly Reporting Framework for the Ready to Work Program

Appendix A – Baker Tilly Review of Monthly Snapshots

February 2013		
Number Placed in Recruitment and Assessment or Career Pathways/Training Services	Quarter 2 Report	Baker Tilly Calculation
Recruitment and Assessment Participants	94	94
Career Pathways/Training Service	42	42
Number Placed in Employment		
Construction		
Full-time Employment	10	10
Part-time Employment	0	0
Manufacturing		
Full-time Employment	11	11
Part-time Employment	0	0
Other		
Full-time Employment	3	3
Part-time Employment	0	0
March 2013		
Number Placed in Recruitment and Assessment or Career Pathways/Training Services	Quarter 2 Report	Baker Tilly Calculation
Recruitment and Assessment Participants	108	108
Career Pathways/Training Service	30	30
Number Placed in Employment		
Construction		
Full-time Employment	7	7
Part-time Employment	0	0
Manufacturing		
Full-time Employment	11	11
Part-time Employment	0	0
Other		
Full-time Employment	1	1
Part-time Employment	0	0
April 2013		
Number Placed in Recruitment and Assessment or Career Pathways/Training Services	Quarter 2 Report	Baker Tilly Calculation
Recruitment and Assessment Participants	135	135
Career Pathways/Training Service	30	30
Number Placed in Employment		
Construction		
Full-time Employment	13	13
Part-time Employment	0	0
Manufacturing		
Full-time Employment	13	13
Part-time Employment	0	0
Other		
Full-time Employment	5	5
Part-time Employment	0	0







February-13										
Industry Focus - CONSTRUCTION										
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program			
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect	
a.) WFD Program Staff Salary/Wages	\$ 1,898.16		\$ 3,088.06	\$ 4,937.39						
b.) WFD Program Staff Fringe	\$ 1,260.34		\$ 1,262.89	\$ 1,304.54						
c.) WFD Consultants (i.e. Not WRTP/Big Step staff)										
d.) WFD Supplies									\$ 71.65	
e.) WFD Travel									\$ -	
f.) WFD Outside Auditor Services							\$ 1,514.32		\$ -	
g.) Other (utilities)									\$ 312.63	
h.) Other (insurance)									\$ 192.09	
Direct Costs SUBTOTAL:	\$ -	\$ 3,158.50	\$ -	\$ 4,350.95	\$ 6,241.93	\$ -	\$ -	\$ 1,514.32	\$ -	\$ 576.37
Expenditures-Indirect										
a.) Building Depreciation									\$ 600.89	
b.) Equipment Depreciation									\$ 192.05	
c.) Building Operations and Maintenance									\$ 1,098.19	
d.) Equipment and Capital Improvements										
e.) Executive Officers' Salary/Wages										
f.) Executive Officers' Fringe Benefits										
g.) Administrative Personnel's Salary/Wages						\$ 1,289.04				
h.) Administrative Personnel's Fringe Benefits						\$ 603.46				
i.) Other (Please define) Administration						\$ 326.23				
Indirect Costs SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,218.73	\$ -	\$ -	\$ 1,891.13
CONSTRUCTION SUBTOTAL:	\$ -	\$ 3,158.50	\$ -	\$ 4,350.95	\$ 6,241.93	\$ -	\$ 2,218.73	\$ 1,514.32	\$ -	\$ 2,467.50
Industry Focus - MANUFACTURING										
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program			
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect	
a.) WFD Program Staff Salary/Wages	\$ 689.04	\$ 2,590.92	\$ 2,189.00	\$ 7,389.98						
b.) WFD Program Staff Fringe	\$ 101.64	\$ 1,103.47	\$ 1,063.40	\$ 1,944.03						
c.) WFD Consultants (i.e. Not WRTP/Big Step staff)										
d.) WFD Supplies									\$ 107.48	
e.) WFD Travel										
f.) WFD Outside Auditor Services							\$ 2,271.48			
g.) Other (utilities)									\$ 468.94	
h.) Other (insurance)									\$ 288.13	
Direct Costs SUBTOTAL:	\$ -	\$ 790.68	\$ 3,694.39	\$ 3,252.40	\$ 9,334.01	\$ -	\$ -	\$ 2,271.48	\$ -	\$ 864.55
Expenditures-Indirect										
a.) Building Depreciation									\$ 731.15	
b.) Equipment Depreciation									\$ 233.69	
c.) Building Operations and Maintenance									\$ 1,637.27	
d.) Equipment and Capital Improvements									\$ -	
e.) Executive Officers' Salary/Wages										
f.) Executive Officers' Fringe Benefits										
g.) Administrative Personnel's Salary/Wages						\$ 1,933.57				
h.) Administrative Personnel's Fringe Benefits						\$ 905.20				
i.) Other (Please define) Administration						\$ 489.35				
Indirect Costs SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,328.12	\$ -	\$ -	\$ 2,602.11
MANUFACTURING SUBTOTAL:	\$ -	\$ 790.68	\$ 3,694.39	\$ 3,252.40	\$ 9,334.01	\$ -	\$ 3,328.12	\$ 2,271.48	\$ -	\$ 3,466.66
Industry Focus - OTHER (PLEASE DEFINE INDUSTRY)										
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program			
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect	
a.) WFD Program Staff Salary/Wages										
b.) WFD Program Staff Fringe										
c.) WFD Consultants (i.e. Not WRTP/Big Step staff)										
d.) WFD Supplies										
e.) WFD Travel										
f.) WFD Outside Auditor Services										
g.) Other (utilities)										
h.) Other (insurance)										
Direct Costs SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures-Indirect										
a.) Building Depreciation										
b.) Equipment Depreciation										
c.) Building Operations and Maintenance										
d.) Equipment and Capital Improvements										
e.) Executive Officers' Salary/Wages										
f.) Executive Officers' Fringe Benefits										
g.) Administrative Personnel's Salary/Wages										
h.) Administrative Personnel's Fringe Benefits										
i.) Other (Please define)										
Indirect Costs SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER SUBTOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL-DIRECT:	\$ -	\$ 3,949.18	\$ 3,694.39	\$ 7,603.35	\$ 15,575.94	\$ -	\$ -	\$ 3,785.80	\$ -	\$ 1,440.92
TOTAL-INDIRECT:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,546.85	\$ -	\$ -	\$ 4,493.24
GRAND TOTAL-ALL:	\$ -	\$ 3,949.18	\$ 3,694.39	\$ 7,603.35	\$ 15,575.94	\$ -	\$ 5,546.85	\$ 3,785.80	\$ -	\$ 5,934.16

An explanation of the various Program Coordination/Support Expenses are as follows--

Industry/Field Collaboration:

Project Coordination:

Supportive Services:

Training Support:

Administration:

Mar-13									
Industry Focus - CONSTRUCTION									
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program		
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect
	\$ 1,852.62		\$ 3,088.06	\$ 5,438.71	\$ 2,290.00				
	\$ 767.14		\$ 868.42	\$ 1,327.19	\$ 383.58				
									\$ 68.76
								\$ 23.83	
							\$ 576.48		\$ 267.88
									\$ 192.09
\$ -	\$ 2,619.76	\$ -	\$ 3,956.48	\$ 6,765.90	\$ 2,673.58	\$ -	\$ 576.48	\$ 23.83	\$ 528.73
									\$ 600.89
									\$ 192.05
									\$ 1,224.69
						\$ 1,097.86			
						\$ 456.24			
						\$ 437.42			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,991.52		\$ -	\$ 2,017.63
\$ -	\$ 2,619.76	\$ -	\$ 3,956.48	\$ 6,765.90	\$ 2,673.58	\$ 1,991.52	\$ 576.48	\$ 23.83	\$ 2,546.36
Industry Focus - MANUFACTURING									
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program		
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect
	\$ 620.73	\$ 2,590.92	\$ 2,189.00	\$ 7,417.01					
	\$ 103.98	\$ 796.96	\$ 718.60	\$ 1,859.04					
									\$ 103.13
								\$ 212.01	
							\$ 864.72		\$ 401.81
									\$ 288.14
\$ -	\$ 724.71	\$ 3,387.88	\$ 2,907.60	\$ 9,276.05	\$ -	\$ -	\$ 864.72	\$ 212.01	\$ 793.08
									\$ 731.15
									\$ 233.69
									\$ 1,827.03
						\$ 1,646.79			
						\$ 684.35			
						\$ 656.13			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,987.27		\$ -	\$ 2,791.87
\$ -	\$ 724.71	\$ 3,387.88	\$ 2,907.60	\$ 9,276.05	\$ -	\$ 2,987.27	\$ 864.72	\$ 212.01	\$ 3,584.95
Industry Focus - OTHER (PLEASE DEFINE INDUSTRY)									
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program		
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 3,344.47	\$ 3,387.88	\$ 6,864.08	\$ 16,041.95	\$ 2,673.58	\$ -	\$ 1,441.20	\$ 235.84	\$ 1,321.81
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,978.79	\$ -	\$ -	\$ 4,809.50
\$ -	\$ 3,344.47	\$ 3,387.88	\$ 6,864.08	\$ 16,041.95	\$ 2,673.58	\$ 4,978.79	\$ 1,441.20	\$ 235.84	\$ 6,131.31

Apr-13									
Industry Focus - CONSTRUCTION									
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program		
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect
\$ 1,431.00	\$ 1,680.16		\$ 3,553.44	\$ 4,153.33	\$ 3,786.75				
\$ 239.69	\$ 936.51		\$ 1,700.34	\$ 1,403.49	\$ 634.28				
									\$ 236.69
									\$ 1.20
									\$ 335.86
									\$ 45.21
\$ 1,670.69	\$ 2,616.67	\$ -	\$ 5,253.78	\$ 5,556.82	\$ 4,421.03	\$ -	\$ -	\$ -	\$ 618.96
									\$ 2,559.30
									\$ 129.16
						\$ 910.54			
						\$ 573.95			
						\$ 538.66			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,023.15		\$ -	\$ 2,688.46
\$ 1,670.69	\$ 2,616.67	\$ -	\$ 5,253.78	\$ 5,556.82	\$ 4,421.03	\$ 2,023.15	\$ -	\$ -	\$ 3,307.42
Industry Focus - MANUFACTURING									
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program		
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect
	\$ 689.04	\$ 2,590.92	\$ 2,918.78	\$ 4,981.70	\$ 1,161.00				
	\$ 115.42	\$ 1,053.56	\$ 1,697.73	\$ 1,883.74	\$ 194.46				
									\$ 355.04
									\$ 1.80
									\$ 503.79
									\$ 67.81
\$ -	\$ 804.46	\$ 3,644.48	\$ 4,616.51	\$ 6,865.44	\$ 1,355.46	\$ -	\$ -	\$ -	\$ 928.44
									\$ 3,838.94
									\$ 193.73
						\$ 1,365.81			
						\$ 860.93			
						\$ 808.00			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,034.74		\$ -	\$ 4,032.67
\$ -	\$ 804.46	\$ 3,644.48	\$ 4,616.51	\$ 6,865.44	\$ 1,355.46	\$ 3,034.74	\$ -	\$ -	\$ 4,961.11
Industry Focus - OTHER (PLEASE DEFINE INDUSTRY)									
Ready-to-Work Program Deliverables		General Ready-to-Work Program Coordination/Support					Other General Ready-to-Work Program		
Recruitment and Assessment	Career Pathway Service/Training	Industry/Field Collaboration	Project Coordination	Supportive Services	Training Support	Administration	Outside Auditor Service	Other Direct	Other Indirect
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,670.69	\$ 3,421.13	\$ 3,644.48	\$ 9,870.29	\$ 12,422.26	\$ 5,776.49	\$ -	\$ -	\$ -	\$ 1,547.40
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,057.89	\$ -	\$ -	\$ 6,721.13
\$ 1,670.69	\$ 3,421.13	\$ 3,644.48	\$ 9,870.29	\$ 12,422.26	\$ 5,776.49	\$ 5,057.89	\$ -	\$ -	\$ 8,268.53

Feb-13							
Recruitment and Assessment Services							
	Construction			Manufacturing		Other (please define)	
# of Participants Served	# of Participants placed into Career Pathway/Training Services	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)
94	42	0	10	0	11	0	3
RECRUITMENT AND ASSESSMENT SUBTOTAL:							

- 1.) Recruitment and Assessment:**
a.) General Orientation Sessions
b.) Assessment Sessions
c.) Resource Information Sessions
d.) Community Referral Networking

Industry Focus - CONSTRUCTION							
# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
0	0						
40	3	3					
10			10	0	10		
0						10	0
CONSTRUCTION SUBTOTAL:							

- 1.) Career Exploration:**
a.) Youth Apprenticeship
b.) Youth Internship
c.) Subsidized Work Experience
d.) Job Shadowing Opportunities
e.) Resume Development
f.) Career Planning Support
- 2.) Specialized Occupational Skills Training:**
a.) Short-Term/State-certified pre-employment training
b.) On the Job Training
c.) Customized Pre-Employment Training
d.) Incumbent and Workplace based Training
- 3.) Pre-Apprenticeship Tutoring**
- 4.) Placement Support**
- 5.) Retention Services ADI for Participants receiving multiple services/training:**

Industry Focus - MANUFACTURING							
# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
2	2						
11			11	0	11		
0						11	0
MANUFACTURING SUBTOTAL:							

- 1.) Career Exploration:**
a.) Youth Apprenticeship
b.) Youth Internship
c.) Subsidized Work Experience
d.) Job Shadowing Opportunities
e.) Resume Development
f.) Career Planning Support
- 2.) Specialized Occupational Skills Training:**
a.) Short-Term/State-certified pre-employment training
b.) On the Job Training
c.) Customized Pre-Employment Training
d.) Incumbent and Workplace based Training
- 3.) Pre-Apprenticeship Tutoring**
- 4.) Placement Support**
- 5.) Retention Services ADI for Participants receiving multiple services/training:**

Industry Focus - OTHER (PLEASE DEFINE INDUSTRY)							
# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
0	0						
3			3	0	3		
0						3	0
OTHER SUBTOTAL:							
GRAND TOTAL:							
94	5	3	24	0	24	24	0
66			via Recrt/Assess:	0	24		
			via Career Pathway:	0	24		

- 1.) Career Exploration:**
a.) Youth Apprenticeship
b.) Youth Internship
c.) Subsidized Work Experience
d.) Job Shadowing Opportunities
e.) Resume Development
f.) Career Planning Support
- 2.) Specialized Occupational Skills Training:**
a.) Short-Term/State-certified pre-employment training
b.) On the Job Training
c.) Customized Pre-Employment Training
d.) Incumbent and Workplace based Training
- 3.) Pre-Apprenticeship Tutoring**
- 4.) Placement Support**
- 5.) Retention Services ADI for Participants receiving multiple services/training:**

NOTES:
*Assuming all of the above is correct, it would make sense to have each Ready-to-Work participant be counted uniquely. Each participant (served) is initially counted in the Recruitment and Assessment phase the service they receive. To avoid double-counting of a participant that receives multiple Career Pathway services/trainings, please put in a negative number in the "# of Participants Served" column for each

REFERENCES:
*(1) WRTP/Big Step to detail the number of Opportunities that are Milwaukee County Job related and the number of Opportunities that are Private-Sector related.
*(2) and (3) WRTP/Big Step to detail the number of Jobs that are Milwaukee County Jobs and the number of Private-Sector Jobs.

2013 - Quarterly Report 3

Mar-13

Recruitment and Assessment Services

# of Participants Served	# of Participants placed into Career Pathways/ Training Services	Construction		Manufacturing		Other (please define)	
		# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)
108	30	0	7	0	11	0	1
108	30	0	7	0	11	0	1

Industry Focus - CONSTRUCTION

# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
8	4						
24	1	1					
7			7	0	7		
						7	0
-6							
33	5	1	7	0	7	7	0

Industry Focus - MANUFACTURING

# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
4	0						
11			11	0	11		
						11	
0							
15	0	0	11	0	11	11	0

Industry Focus - OTHER (PLEASE DEFINE INDUSTRY)

# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
0	0						
1			1		1		
						1	
1	0	0	1	0	1	1	0
see below	5	1	19	see below	see below	19	0
108			via Recrt/Assess:	0	19		
49			via Career Pathway	0	19		

ise. As a participant is funneled into the Career Pathways Services/Training they are also tracked by 1 month. For instance, if one (1) participant in the Construction Industry-Focus area receives

Apr-13

Recruitment and Assessment Services

# of Participants Served	# of Participants placed into Career Pathways/ Training Services	Construction		Manufacturing		Other (please define)	
		# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)
135	30	0	13	0	13	0	5
135	30	0	13	0	13	0	5

Industry Focus - CONSTRUCTION

# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
0	0						
24	1	1					
13			13	0	13		
						13	
0							
37	1	1	13	0	13	13	0

Industry Focus - MANUFACTURING

# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
6	0						
0	0	0					
13			13	0	13		
						13	
-2							
17	0	0	13	0	13	13	0

Industry Focus - OTHER (PLEASE DEFINE INDUSTRY)

# of Participants Served	# of Participants that Completed Training	# of Participants Successfully passing the ACCUPLACER Test	# of Employment Opportunities for Participants (1)	# of Participants Placed in Seasonal or Part-Time Employment (2)	# of Participants Placed in Full-Time Employment (3)	# of Participants that Received Retention Services and are still employed	# of Participants that Received Retention Services but are no longer employed
0	0						
0	0						
5			5		5		
						5	
5	0	0	5	0	5	5	0
see below 135 59	1	1	31	0	31	31	0
			via Recrt/Assess: via Career Pathway	see below 0	see below 31		

Table 1

	Q3	Q2	Q1	Totals
Milwaukee County Residents - Recruitment & Assessment:	337	340	492	1169
**Milwaukee County Residents - Career Pathway:	102	106	217	425
Placed in Employment	74	31	44	149

**These participants received the Ready-to-Work program's Recruitment and Assessment services (phase 1) are now receiving Career Pathway services and training (phase 2).*

Table 2

<u>Milwaukee County Residents Placed in Employment</u>				
sub-1		<u>Construction</u>	<u>Manufacturing</u>	<u>Other (please define)</u>
	*Full-Time:	30	35	9
	*Part-Time or Seasonal:	0	0	0
	TOTAL:	30	35	9

Construction				
sub-2		<u>Private</u>	<u>County</u>	
	*Full-Time:	30	0	
	*Part-Time or Seasonal:	0	0	
	TOTAL:	30	0	

Manufacturing				
sub-3		<u>Private</u>	<u>County</u>	
	*Full-Time:	35	0	
	*Part-Time or Seasonal:	0	0	
	TOTAL:	35	0	

Other (please define)				
sub-4		<u>Private</u>	<u>County</u>	
	*Full-Time:	9	0	
	*Part-Time or Seasonal:	0	0	
	TOTAL:	9	0	

Table 1

Quarterly Report 1

<u>Month</u>	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
AUG	32,868.50	9,225.50	42,094.00
SEPT	34,155.84	10,144.47	44,300.31
OCT	<u>68,033.10</u>	<u>13,220.82</u>	<u>81,253.92</u>
	135,057.44	32,590.79	167,648.23

Quarterly Report 2

<u>Month</u>	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
NOV	41,099.49	11,627.35	\$ 52,726.84
DEC	37,498.45	8,705.71	\$ 46,204.16
JAN 2013	<u>54,520.35</u>	<u>11,542.72</u>	<u>\$ 66,063.07</u>
	133,118.29	31,875.78	164,994.07

Quarterly Report 3

<u>Month</u>	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
FEB	\$ 36,049.58	\$ 10,040.09	\$ 46,089.67
MARCH	\$ 35,310.81	\$ 9,788.29	\$ 45,099.10
APRIL 2013	<u>\$ 38,352.74</u>	<u>\$ 11,779.02</u>	<u>\$ 50,131.76</u>
	\$ 109,713.13	\$ 31,607.40	\$ 141,320.53

TOTAL	\$ 377,888.86	\$ 96,073.97	\$ 473,962.83
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Table 2

Allowable Indirect Costs Per Agreement:	\$ 150,000
Allowable Indirect Costs to date:	\$ 64,467
Allowable Indirect Costs Incurred this Quarter:	<u>\$ 31,607.40</u>
Remaining Allowable Indirect Costs:	\$ 53,926

**NOTE: Per the agreement (p. 8, Section 28), the outside auditing costs of \$50k or less, are not applied to the 15% indirect cost provision noted in Section 4 (p.2) of the agreement.*

COUNTY OF MILWAUKEE
Inter-Office Communication

Date: Monday, July 1, 2013

To: Supervisor Marina Dimitrijevic, Chairwoman
Milwaukee County Board of Supervisors

From: Jerome J. Heer, Director of Audits
Audit Services Division, Milwaukee County Office of the Comptroller

Subject: Residency of Contractor Employees Working on County Construction Contracts (File No. 10-135)

We have completed a review of the residency of construction workers charged to County construction contracts for payments made over the 19-month period of June 1, 2011 through December 31, 2012. The review is part of an ongoing monitoring effort directed by a Resolution (File No. 10-135) from a previous session of the County Board. Therefore, please refer the attached memo to the Committee on Transportation, Public Works and Transit, as well as to the Committee on Economic and Community Development, for the July meeting cycle.

Please contact me if you have any questions.



Jerome J. Heer

JJH/cah

cc: Scott B. Manske, CPA, Milwaukee County Comptroller
Kelly Bablitch, Chief of Staff, County Board Staff
Jenelle Jensen, Chief Committee Clerk, County Board Staff

COUNTY OF MILWAUKEE
Inter-Office Communication

Date: July 1, 2013

To: Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee
Supervisor Patricia Jursik, Chairperson, Economic and Community Development Committee

From: Jerome J. Heer, Director of Audits

Subject: Residency of Contractor Employees Working on County Construction Contracts (File No. 10-135)

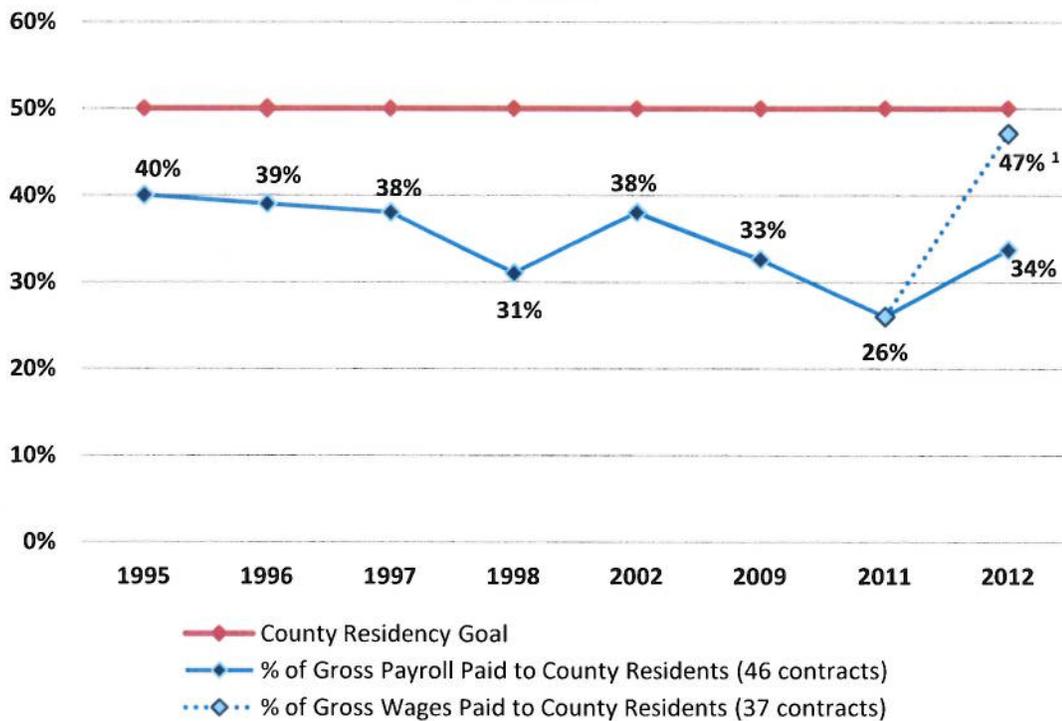
We have completed a review of the residency of construction workers charged to County construction contracts for payments made over the 19-month period of June 1, 2011 through December 31, 2012. The scope was extended to cover a longer time period than previous reviews to better assess the effectiveness of procedures implemented by the Department of Administrative Services – Facilities Management Division’s Architectural, Engineering and Environmental Services (AE&ES) unit beginning July 2010. The new procedures were created to help improve contractors’ compliance in achieving goals for percentage of gross payroll paid to Milwaukee County residents over the project period.

The overall percentage of gross wages paid to County residents for 37 projects where a residency goal had been established was 47.1% of \$919,543 in reported gross wages. However, we identified an additional \$882,023 paid under nine other projects where it was unclear if a residency goal had been established. For these nine contracts, only 19.8% of total gross wages were paid to County residents. Assuming the standard 50% residency goal should have been applied to these projects, the overall gross wages paid to County residents for all 46 projects drops to 33.7%.

On a project basis, we found goals were met (or being met in the case of open projects) in 16 of the 37 projects (43.2%). Three of the nine projects (33%) missing a documented residency goal had met or were meeting an assumed 50% residency goal.

The following chart shows the results of seven prior reviews since 1995, along with current review. The results of the current review are shown under two scenarios, the first assuming all of the nine contracts with missing Contractor Residency Recommendation Forms were subject to the residency goal (solid line), the second assuming none of the nine had a residency goal (dotted line).

**Milwaukee County Residents Participation in
 County Construction Contracts
 1995-2012**



Note ¹ : The 47% rate applies if no residency goal is required for the nine contracts missing the recommendation form (results based on 37 contracts)

Source: Payroll information supplied by contractors to the AE&ES unit of DAS-Facilities Management Department of Transportation and Public Works, and reviewed by the Audit Services Division

Contracts Without a Residency Requirement

It should be noted that contractor residency requirements do not apply to all projects. Residency requirements are waived in some contracts due to the specialty nature of the project and the lack of County expertise to perform the work.

Additionally, projects involving direct federal or state pass-through funding are expected from the requirement. According to a Corporation Counsel opinion, "...the County may not apply a geographical preference to projects funded directly by the federal government or by the State when it merely "passes through" federal funds for local projects."

Background

County Board Resolution 95-573 established a residency requirement in County construction contracts. In 2010, a Residency Contracting Workgroup was formed to come up with recommendations to reach the 50% County residency goal and better monitor its achievement. From this, AE&ES formalized procedures for project management staff to follow for all construction contracts. From a procedural standpoint, this included:

1. Preparing a Contractor Residency Recommendation Form to establish the residency goal, and to document reasons for which less than a 50% goal was recommended.
2. Requiring contractors to submit a Resident Utilization Report with every invoice submitted for payment. Contractors are required to report on a cumulative basis the total gross payroll incurred to date, how much of that amount was paid to County residents, and the resulting percentage. This information provides project management staff with the ability to assess compliance with the residency goal on a continuous basis, and take actions noted below if needed to help attain compliance.
3. Upon project completion, requiring contractors to complete, sign and have notarized the Final Payment Affidavit of Compliance With Wage Rate and Contractor Residency Provisions. This form includes a summary of gross payroll dollars paid to both County resident and nonresident workers.

If a contractor is not in compliance with the specifications, the County will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this contract provision, the County may take one or more of the actions listed below.

- Withhold payments on the contract.
- Terminate or cancel the contract, in whole or in part.
- Consider possible debarment of the contractor from bidding for a period of up to two years.
- Any other legal remedies available to the County.

Project management staff need to place more emphasis on following established procedures related to contractor residency.

Specifically, staff need to enforce provisions designed to improve contractor compliance with County residency, and better document actions taken to enforce program requirements. We noted

shortcomings throughout the contract monitoring process which affected project management's ability to consistently achieve residency goals. Specifically,

- Project management staff could not provide us with the Contractor Residency Recommendation Form for 41 projects awarded after the new procedures went into effect in July 2010. This includes a number of federal and state funded projects for which residency goals may not be permitted. However, procedures call for the form to be generated for all projects so that residency goals, or reasons for excluding a residency goal for specific projects, are properly documented.
- Contractors did not routinely submit required Resident Utilization Reports with each request for payment. These forms provide the basis for project management staff to identify contractors who are falling short of their residency goals, and take corrective action as needed.
- The design of the Resident Utilization Report lends itself to improper residency calculations by contractors. We noted 14 projects where contractors overstated the achieved goals on one or more forms submitted to the County during the project. For example, a contractor reported paying 76.4% of its gross wages to County residents on one form, followed by 88.0% on its next submission, whereas the correct percentages were 38.2% and 44.0%, respectively. If the contractors' reported figures were relied upon, project management staff would have concluded that the residency goal was being met, with no follow-up action needed. In nearly all cases, the errors were due to the unnecessarily confusing design of the form, which does not clearly indicate which amounts need to be used for the residency percentage calculation. Using a copy of the form (see attached), we highlight in yellow the amounts that should be used for making the proper residency calculation, and highlight in green the amount erroneously used. A more clearly designed form should prevent such miscalculations in the future.
- Contractors are required to submit documentation supporting gross payroll paid to their workers. This documentation is the basis for summary totals reported on the Resident Utilization Reports, and ultimately the Summary of Gross Payroll Dollars submitted upon project completion. For projects in which contractors submitted both payroll data and Resident Utilization Reports, we found no evidence of project management staff comparing detailed payroll data to amounts reported on accompanying utilization reports (when provided) to verify accuracy. The fact that Resident Utilization Reports contained significant calculation errors in 14 projects reviewed, plus detailed wage data contained no address information for almost 10% of the gross wages (\$171,911) reported in 13 projects, indicates that little more than a cursory review of the data is performed.
- Perhaps one reason this is not done is the labor intensive data entry needed to analyze payroll data. This effort is hampered by the lack of uniformity in the format used by contractors when submitting the data. The County provides a form that contractors may use for reporting their payroll, but there is no requirement for them to do so. Consequently, many contractors submit copies of their own computer-generated payroll reports that can be confusing, often requiring manual calculations to properly reflect fringe benefits paid to workers, an allowable component of gross payroll. This effort could be eliminated by having contractors provide required wage data and other information in an electronic format that better lends itself to verification and analysis.

- Past practice has been for Audit Services Division staff to enter payroll data need for analysis and subsequent reporting on goal achievement. While this effort provides a meaningful product, our results do not provide the same value as if it were done by project management staff on an ongoing basis. Current information would provide project management staff with the ability to identify projects in need of additional efforts to meet contractor residency requirements.
- Project files did not contain evidence of actions that project management staff may have taken to hold contractors accountable for compliance with residency goals before project completion. Discussions with project managers did bring to light some email communication to the contractors, but there was no consistency in documenting such actions in the project files.
- We found no instances where a negative action was taken against a contractor for projects that did not achieve residency goals.

Recommendations

Overall, the procedures in place have the potential to significantly improve participation in construction contracts by County residents. However, a more concerted effort by project management staff in following those procedures is still needed to realize residency goals. To improve its ability to monitor County residency for each construction project on day-to-day basis, we recommend AE & ES management:

1. *Establish and document a residency goal for each project, including documenting reasons for which less than a 50% goal was recommended;*
2. *Require contractors to provide all required forms both during and at the conclusion of each project.*
3. *Verify reported gross payroll information with accompanying reports as they are provided. This includes revising the Resident Utilization Form to improve the accuracy of reported ongoing residency participation. Also, to facilitate this verification, design a system for use by contractors for reporting payroll data on construction projects that provides for the ability to electronically verify residency information.*
4. *Work with contractors to improve participation as needed while the project is still active for projects underachieving on its residency goals; and*
5. *Impose available sanctions when contractors fail to provide required documents and achieve residency goals.*

Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee
Supervisor Patricia Jursik, Chairperson, Economic and Community Development Committee
July 1, 2013
Page 6

We will continue to work with AE&ES management to ensure that the process in place for accumulating payroll data and monitoring compliance is functioning as intended. Please contact me if you have any questions.



Jerome J. Heer

JJH/cah

- cc: Milwaukee County Board of Supervisors
- Kimberly Walker, Corporation Counsel
- Don Tyler, Director, Department of Administrative Services
- Stephen Cady, Fiscal and Budget Analyst, County Board Staff
- Greg High, Director, Architectural Engineering and Environmental Services, DTPW
- Kelly Bablitch, Chief of Staff, County Board Staff
- Jodi Mapp, Committee Clerk, Transportation, Public Works and Transit Committee
- Alexis Gassenhuber, Committee Clerk, Economic and Community Development Committee

DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS
MILWAUKEE COUNTY RESIDENT UTILIZATION REPORT*

NAME OF CONTRACTOR _____ TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ (ZIP CODE) _____

PROJECT TITLE _____ PROJECT # _____

CONTRACT RESIDENCY REQUIREMENT - % OF EMPLOYMENT OF THE CONTRACT LABOR FORCE WITH EMPLOYEES THAT
RESIDE WITHIN MILWAUKEE COUNTY BASED ON PERCENT OF GROSS PAYROLL DOLLARS _____ %

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____

CONTRACT % COMPLETE _____ %

TOTAL ANTICIPATED GROSS PAYROLL DOLLARS PER CONTRACT \$ _____ (B)

TOTAL ANTICIPATED GROSS PAYROLL DOLLARS TO RESIDENTS PER CONTRACT \$ _____ (C)

TOTAL PAYMENT TO RESIDENTS TO DATE \$ _____ (A)

PAYMENT TO RESIDENTS % OF ANTICIPATED TOTAL TO DATE A/B %**

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 201 _____ FINAL REPORT: () Yes () No

Report Prepared by: _____ Approved by: _____
(Name & Title)

*Directions for completion of report - see reverse side

**If the % of gross payroll paid to resident employees is less than the % anticipated at contract completion, please attach an explanation as to why the residency requirement is not being met at this time.

RESIDENCY UTILIZATION FORM

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(ITEM) From the Director of Audits, a report titled “Residency of Contractor Employees Working on County Construction Contracts (File no. 10-135),” requesting County Board action to receive and place on file said report and to concur with the recommendations provided therein, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Audit Services Division of the Milwaukee County Office of the Comptroller has completed a review of the residency of construction workers charged to County construction contracts for payments made over the 19-month period of June 1, 2011 through December 31, 2012, and issued a report summarizing the results of its review on July 1, 2013; and

WHEREAS, a number of recommendations are provided in the report; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors receives and places on file, the Office of the Comptroller – Audit Services Division report, “Residency of Contractor Employees Working on County Construction Contracts (File no. 10-135),” and concurs with the recommendations contained therein.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 1, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Resolution to receive and place on file the Milwaukee County Office of the Comptroller – Audit Services Division report, “Residency of Contractor Employees Working on County Construction Contracts (File no. 10-135),” and to concur with the recommendations contained therein.

FISCAL EFFECT:

- X No Direct County Fiscal Impact
 - X Existing Staff Time Required
- Increase Operating Expenditures
(If checked, check one of two boxes below)
 - Absorbed Within Agency’s Budget
 - Not Absorbed Within Agency’s Budget
- Decrease Operating Expenditures
- Increase Operating Revenues
- Decrease Operating Revenues
- Increase Capital Expenditures
- Decrease Capital Expenditures
- Increase Capital Revenues
- Decrease Capital Revenues
- 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	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.

This resolution requires no additional expenditure of funds.

Department/Prepared By Office of the Comptroller – Audit Services Division/Paul Grant

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

COUNTY OF MILWAUKEE
Department of Health and Human Services
Inter-Office Communication

DATE: July 10, 2013

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

FROM: Héctor Colón, Director, Department of Health and Human Services
Prepared by James Mathy, Administrator, Housing Division

SUBJECT: **Report from the Director, Department of Health and Human Services, Requesting Approval to set new minimum and maximum project amounts for the Community Development Block Grant (CDBG) program and remove public service restrictions**

Background

The Milwaukee County Community Development Block Grant (CDBG) program has evolved significantly since it began in 1977, especially regarding fiscal and administrative rules. In recent years, administrative funding for CDBG has decreased and Housing Division staff has found it difficult to administer the program due to limited resources and the amount of projects that Milwaukee County has decided to fund. The Housing Division has attempted to limit the number of funded projects by setting minimum funding amounts and by instituting limits on the number of consecutive years a project could be funded. The Board passed the following resolutions that demonstrate efforts that have been made to change the program:

- In 1994 the County Board passed resolution 93-861 setting the following guidelines for CDBG allocations:
 - Minimum allocation of \$15,000
 - Maximum of \$40,000 for non-County allocations
 - A limit of 3 years of funding for public service projects
- In 2002 the County Board passed resolution 02-239, which increased the minimum allocation from \$15,000 to \$25,000 and stated that a maximum of five public service projects shall be funded.

For the past several years, the CDBG program had not been following these guidelines and previous staff had authorized projects outside of the recommended minimum and maximum dollar amounts. This led to an increase in the amount of funded projects and made it difficult for staff to administer the program.

Issue

As the lead agency for the CDBG Urban County partnership, Milwaukee County needs to maintain a cooperative relationship with the 16 municipal partners while running an efficient program. Each project funded automatically creates administrative work. The Housing Division, after careful analysis, has determined that funding very small projects is inefficient and the cost of administering the small projects often exceeds the administrative allocation for both the County and the recipient. Therefore, based on recommendations from municipal partners and Milwaukee County staff, the Housing Division is asking to set a \$10,000 minimum funding amount, to remove the maximum dollar amount, maximum number of years for public service and minimum number of public service projects.

By County Resolution the current minimum is \$25,000. In recent years, many projects under the prescribed \$25,000 minimum have been funded, which will not occur in the future therefore it is imperative that a realistic minimum is set for all projects. The Housing Division is recommending a \$10,000 minimum for a few reasons. One, which is mentioned above, is that this amount will allow staff to eliminate the administrative burden of monitoring very small awards that may have minimal impact for constituents and also cause inefficiency in administering the program. The second is that, based on the funding allocation described in the Cooperation Agreement, a minimum set higher than \$10,000 would have a negative impact on smaller municipalities.

The removal of a maximum dollar amount per project also allows Milwaukee County to be more flexible with its Annual Plan submissions. In recent years, there have been many high impact projects that have been supported through Housing Division funding. Removing a maximum dollar amount allows the County the flexibility to accomplish high impact projects that might fit a strategic goal in the Consolidated Plan using CDBG funds.

A previous policy of limiting the amount of consecutive years a public service project received funding was put in place to allow other non-profit agencies the opportunity to receive funding. Staff believes this cap is no longer necessary as there is now a competitive scoring mechanism that allows for transparency on funding decisions. If a public service project is a high performer and continues to rank higher than other projects, it should be awarded funds. This is especially true if the public service project continues to meet an urgent need based on existing challenges for the jurisdiction, such as a project that assists with preventing foreclosures. The current competitive process also allows the scoring panel to make recommendations on how many public service projects are funded based on their merits so limiting the number of projects funded is also no longer necessary.

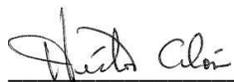
Recommendation

The Director, Department of Health and Human Services is requesting approval to change the Community Development Block Grant allocation policy for future years as follows: (a) decreasing the minimum allocation amount from \$25,000 to \$10,000; (b) eliminating a maximum allocation amount; (c) eliminating a maximum number of public service projects; and (d) eliminating a maximum number of years a public service project may be funded. Staff will inform the Board if a recommended project has previously received funding for three consecutive years. This will allow the Housing Division to run the CDBG program more efficiently and effectively.

Fiscal Effect

Funds for the CDBG program have already been budgeted for 2013 and there is no fiscal impact. A fiscal note form is attached.

Respectfully Submitted,



Héctor Colón, Director
Department of Health and Human Services

cc: County Executive Chris Abele
Raisa Koltun, County Executive's Office
Kelly Bablich, Chief of Staff, County Board
Don Tyler, Director, DAS
Josh Fudge, Interim Fiscal & Budget Administrator, DAS
Matthew Fortman, Fiscal & Budget Analyst, DAS
Martin Weddle, County Board Analyst

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3 A resolution authorizing the Director of Health and Human Services to change the
4 Community Development Block Grant allocation policy for future years as follows: (a)
5 decreasing the minimum allocation amount from \$25,000 to \$10,000; (b) eliminating a
6 maximum allocation amount; (c) eliminating a maximum number of public service
7 projects; and (d) eliminating a maximum number of years a public service project may be
8 funded.

9
10 **A RESOLUTION**

11
12 WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has
13 notified Milwaukee County that it is an eligible Urban County under the Community
14 Development Block Grant (CDBG) Program for the years 2012, 2013, and 2014, subject to
15 participation of communities with populations totaling 200,000 or more, as evidenced by
16 cooperation agreements with these communities; and

17
18 WHEREAS, the cities of Milwaukee, Wauwatosa and West Allis are themselves
19 entitlement communities under the CDBG Program and choose not to participate with
20 Milwaukee County, but the remaining 16 communities within Milwaukee County are
21 participants; and

22
23 WHEREAS, the policies of the CDBG Program are established in accordance with
24 HUD regulations and the Cooperation Agreements with municipal partners; and

25
26 WHEREAS, in 1994 and 2002 the County Board established additional requirements
27 including minimum and maximum allocation amounts, maximum number of public
28 service projects and maximum number of years a public service can be funded; now,
29 therefore

30
31 BE IT RESOLVED, that the Director of Health and Human Services is authorized and
32 directed to change the application and allocation rules for the County CDBG Program for
33 future years as follows:

- 34 (a) Change the minimum allocation amount for all projects to \$10,000.
35 (b) Eliminate a maximum allocation amount,
36 (c) Eliminate a maximum number of public service projects funded,
37 (d) Eliminate a maximum number of years a public service can be funded.

38
39 BE IT FURTHER RESOLVED, that this Resolution replaces Resolution 93-861 and
40 Resolution 02-[23914](#).

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 6/18/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Director, Department of Health and Human Services, Requesting Approval to Set New Minimum and Maximum Project Amounts for the Community Development Block Grant (CDBG) Program and Remove Existing Public Service Restrictions

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		
	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.

A. The Director of the Department of Health and Human Services (DHHS) is requesting authorization to set new minimum and maximum project amounts for the Community Development Block Grant (CDBG) program and remove existing public service restrictions.

Adhering to a minimum project amount of \$10,000 will allow the DHHS Housing Division to be more efficient in the management of projects by eliminating the administrative burden of monitoring many very small awards (that can cost more in administrative staff time than the allocation itself) while continuing to maintain a positive and cooperative relationship with the 16 municipal partners.

Removing a maximum dollar amount per project will allow the County greater flexibility with its' annual Consolidated Plan submissions and offer the opportunity to undertake higher impact projects that fit a strategic goal within the Consolidated Plan.

The introduction a competitive project scoring mechanism (and resulting greater transparency in arriving at funding decisions) has rendered the existing policy of limiting the amount of consecutive years a public service project can receive funding (to allow other non-profit agencies the opportunity to receive funding) unnecessary, as the scoring panel now makes recommendations based on the merits of each project.

B. No 2013 expenditures or revenues are included in this request.

C. There is no tax levy impact associated with approval of this request.

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.

D. No assumptions are made.

Department/Prepared By Thomas F. Lewandowski, Fiscal & Management Analyst

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDPB Staff Review? Yes No Not Required

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: July 3, 2013

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

FROM: Teig Whaley-Smith, Economic Development Director
Department of Administrative Services

SUBJECT: **Lease Agreement for Park East Block 2W and Block 3W**

POLICY

The Director of the Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to enter into a short-term Lease Agreement for Block 2W and Block 3W in the Park East, Milwaukee, WI.

BACKGROUND

Economic Development staff of the Department of Administrative Services was approached by Nomadic Ventures Inc. regarding its willingness to enter into a short-term lease for certain parcels located within the Park East, Milwaukee, WI.

The Park East parcels of interest to Nomadic Ventures Inc. include Block 2W and Block 3W. Block 2W and Block 3W of the Park East are currently vacant and therefore are not generating tax revenue. Nomadic Ventures Inc. desires to utilize the parcels to sponsor a community event celebrating the 2014 FIFA World Cup Soccer Tournament. A preliminary site plan is attached.

Economic Development staff believes an event such as the one proposed would provide value to the community, increase summer tourism, provide a modest revenue stream from these Park East parcels, and showcase to prospective purchasers what a lucrative and vibrant downtown location the Park East Corridor provides.

Entering into such an agreement would not restrict the County's ability to market and sell the property during the term of the lease. Though the event will run from June 9, 2014 to July 9, 2014, the lease of Block 2W and Block 3W will begin on January 1, 2014 and run through July 31, 2014. Monthly rental payments due to the County are \$5,000, for a total revenue stream of \$35,000 over the term of the lease.

RECOMMENDATION

The Director of the Department of Administrative Services (DAS) recommends authorization for DAS, Corporation Counsel, the Risk Manager and other appropriate County officials to enter into a lease agreement with Nomadic Ventures Inc. for Block 2W and Block 3W of the Park East, Milwaukee, WI for the term of January 1, 2014 through July 31, 2014.

Teig Whaley-Smith
Economic Development Director

Attachments: 1. Preliminary World Cup Village Plat

cc: Chris Abele, County Executive
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee (ECD)
Supervisor David Bowen, Vice Chair, ECD Committee
Supervisor Willie Johnson, Jr., ECD Committee
Supervisor Michael Mayo, Sr., ECD Committee
Supervisor James (Luigi) Schmitt, ECD Committee
Supervisor Steve F. Taylor, ECD Committee
Supervisor Khalif Rainey ECD Committee
Jessica Janz-McKnight, County Board Research Analyst
Don Tyler, Director, Department of Administrative Services
Julie Esch, Director of Operations, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, Office of the County Executive
Barbara Pariseau, Senior Executive Assistant, DAS

(ITEM), A resolution requesting authorization for the County to enter into an agreement with Nomadic Ventures Inc. for the short-term lease of Block 2W and Block 3W of the Park East, Milwaukee, WI, by recommending adoption of the following.

RESOLUTION

WHEREAS, the Economic Development staff of the Department of Administrative Services was approached by Nomadic Ventures Inc. regarding its willingness to enter into a short-term lease for certain parcels located within the Park East, Milwaukee, WI; and

WHEREAS, the certain parcels of the Park East of interest to Nomadic Ventures Inc. included Block 2W and Block 3W; Nomadic Ventures Inc. desires to utilize the parcels to sponsor a community event celebrating the 2014 FIFA World Cup Soccer Tournament; and

WHEREAS, Block 2W and Block 3W of the Park East, Milwaukee, WI are currently vacant and therefore are not generating tax revenue; and

WHEREAS, the Economic Development staff believes an event such as the one proposed would provide value to the community, increase summer tourism, provide a modest revenue stream from these Park East parcels, and showcase to prospective purchasers what a lucrative and vibrant downtown location the Park East Corridor provides; now, therefore

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Director of Economic Development, Corporation Counsel and Risk Management to enter into a lease agreement ("Lease") with Nomadic Ventures Inc. for Block 2W and Block 3W of the Park East, Milwaukee, WI; and

BE IT FURTHER RESOLVED, the Lease shall include at least the following terms and conditions:

- (a) A rental period of January 1, 2014 through July 31, 2014
- (b) A monthly rental rate of \$5,000.00 for total revenues of \$35,000.00 throughout the term of the Lease
- (c) A restoration deposit of \$25,000.00 to ensure no permanent improvements are made to the land, other than those approved in writing by Milwaukee County
- (d) A restriction on use of the land for staging, deconstruction and event purposes
- (e) Event maintenance standards
- (f) Minimum insurance coverage provisions and permit requirements; and

BE IT FURTHER RESOLVED, the County will in no way be restricted from continuing to market and sell Block 2W and Block 3W throughout the lease term; and

46 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk,
47 and/or other appropriate County officials are hereby authorized to execute, after
48 Corporation Counsel approval, any and all instruments, rights of entry and nominal
49 amendments to the Lease as needed to ensure the event moves forward.
50

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 3, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Lease Agreement for Park East Block 2W and Block 3W

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" 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.
- A. The Director of Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to enter into a Lease Agreement for the short-term lease of the County-owned Block 2W and Block 3W of the Park East in the City of Milwaukee;
- B. The Lease Agreement will bring in \$35,000 of rental revenue.
- C. The projected revenue will contribute towards the budgeted land sales in the Economic Development budget.
- D. None.

Department/Prepared By DAS-Economic Development

Authorized Signature(s) _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**Agreement for the Lease of Blocks 2 and 3
of the Former Park East Freeway on the
West Side of the Milwaukee River**

This Agreement, entered into on the ____ day of _____, 2013, between Milwaukee County, a municipal body corporate organized and existing under the laws of the State of Wisconsin (the "County"), and Nomadic Ventures Inc., a Wisconsin corporation ("Lessee").

Recitals

- a. Since the demolition of the Park East Freeway, the County has owned several parcels of the former freeway property. These properties are surplus land.
- b. Lessee works with partners to put on larger scale community events.
- c. Lessee desires to lease a large open space in downtown Milwaukee to organize an event to celebrate the 2014 FIFA World Cup in a unique, family-friendly, multicultural environment.
- d. Lessee is interested in the Property (defined below) owned by the County and currently vacant for this purpose.
- e. The County believes such an event would provide value to the community, increase summer tourism, provide a modest revenue stream from a parcel not currently providing a tax base due to its status as surplus County land, and showcase to prospective purchasers what a lucrative and vibrant location it is.

For mutual consideration, the sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the terms defined in the preamble shall have their assigned meanings, and the following terms shall have the meanings set forth below.
 - a. "**Agreement**" means this Agreement for the Lease of Blocks 2 and 3 of the Former Park East Freeway on the West Side of the Milwaukee River and all attached Exhibits, as amended from time to time.
 - b. "**City**" means the City of Milwaukee.
 - c. "**Day**" means calendar day, and shall include Federal holidays.
 - d. "**Event**" means Lessee's proposed World Cup Village. The Event itself, excluding staging and deconstruction, will run from June 9, 2014 through July 9, 2014. Preliminary details of the Event are attached as Exhibit A.
 - e. "**Improvement**" means any maintenance and upgrades to Property, including but not limited to the installation of fencing, erection of structures, grading and other landscaping which enhances the value of the Property, whether nominal or otherwise.
 - f. "**Permits**" mean those permits, licenses and other authorizations to be obtained from the City to sponsor the Event, including but not limited to those necessary to allow the sale of food and alcohol, the provision of restrooms, trash removal, power generation, security, and noise and light variances.

- g. **“Person”** means any individual, a partnership, joint venture, corporation, trust, unincorporated organization, government, government agency or other entity.
- h. **“Property”** means Blocks 2W and 3W of the Former Park East Freeway, whose location is specifically shown in Exhibit B. This area constitutes 226,426 square feet.
- i. **“Restoration Deposit”** means a payment, bond or letter of credit in the amount of \$25,000.00 provided by Lessee to the County to guarantee satisfactory completion of Lessee’s obligations under this Agreement. The Restoration Deposit will be held in trust by the County.
- j. **“Sanitary Facilities”** means portable toilets and hand-washing stations.
- k. **“Term”** generally means the period of time Lessee has permission to be on Property, and is specifically defined in section 2(a) below.

2. **General Provisions.**

- a. **Term.** The Term of this Agreement is seven (7) months, and shall begin on the 1st day of January, 2014 and end on the 31st day of July, 2014. The Parties may agree to extend the Term of this Agreement by executing a written amendment.
- b. **Lease Rate.** Lessee shall pay the County a Restoration Deposit, as further specified in subsection (c) below. In addition, Lessee shall pay the County a monthly rental rate of \$5,000.00, due on the first of each month from January to July 2014.
- c. **Restoration Deposit.** On or before the 1st of January 2014, Lessee shall furnish to the County the Restoration Deposit, refundable upon restoration of Property to pre-Agreement condition. Failure to restore Property to its pre-Agreement condition prior to the expiration of the Agreement, unless otherwise agreed upon in writing by the Parties, will result in forfeiture of a portion of the Restoration Deposit. The County may also hold a relevant portion of the Restoration Deposit for any delinquent lease payment(s) incurred during the Term.
- d. **Permits.** Lessee is responsible for securing all necessary permits, licenses and other authorizations from the County and the City to go forward with the Event. Copies of the issued permits shall be submitted to the County at the address listed below in section 12(d). Failure to submit copies of the requisite permits within six (6) weeks prior to the Event could result in the termination of this Agreement by the County.

3. **Restrictions and Controls on Use.**

- a. **Use of Property.** Property shall only be used for the Event, as limited by the applicable Permits, and Lessee’s set-up and take-down efforts.
- b. **Improvements.** Lessee may, at its own expense, engage in the following activities without additional approval from the County:
 - i. Remove existing fencing material;
 - ii. Install temporary fencing, to be removed before the expiration of the Term;
 - iii. Remove trash, litter, debris;
 - iv. Remove or cut weeds;
 - v. Minor site grading to level the area.

All other Property Improvements, which would require future maintenance or removal by the County (such as installing grass/sod or erecting a permanent structure) require advance written approval of the County.

- c. **Assignment.** Lessee will not, in any manner during the Term of this Agreement, sublease, assign, transfer, convey or encumber any of its rights or obligations under this Agreement, nor any of the Improvements constructed within the Property, without written approval of the County.
- d. **Event Maintenance.** For aesthetic and public health purposes, Lessee shall submit to the County a maintenance plan, addressing but not being limited to the categories listed below:
 - i. **Sanitary Facilities.** Lessee must provide adequate Sanitary Facilities and ensure their maintenance in a hygienic fashion throughout the Event.
 - ii. **Garbage Removal.** Adequate garbage and recycling containers must be provided by Lessee. Throughout the Event, garbage shall be removed on a regular basis to prevent threats to human health and the environment.
 - iii. **Grounds Clean-up.** Lessee shall clear all debris and trash from Property prior its vacation of the premises.
 - iv. **Damage to Property.** Repairing any damage to the Property, including environmental damage caused by Lessee or any agents of Lessee, shall be the sole responsibility of Lessee. The Restoration Deposit shall be posted to ensure compliance with this subsection.
 - v. **Utilities.** It shall be the responsibility of Lessee to coordinate utility access to the extent necessary for the Event. Any Improvement made to the land with respect to utilities must be removed by Lessee at the termination of the Agreement unless otherwise agreed to in writing by the Parties
 - vi. **Security.** Lessee shall provide security, or request at its own expense, assistance from the City of Milwaukee or Milwaukee County Sheriff's Office throughout the duration of the Event.
- e. **Community Decorum.** Lessee agrees to conduct its Event with due regard to public conventions and morals, and agrees that it will not do or allow any of its employees and agents to commit any act that will tend to degrade the Event, or that will tend to shock, insult or offend the community or ridicule public morals or decency.
- f. **Compliance with All Laws and Regulations.** Lessee will comply with all applicable federal state, and local laws, ordinances and regulations when performing its obligations under this Agreement.

4. **Representations and Warranties of Lessee.** Lessee represents and warrants to the County as follows:

- a. Lessee has inspected and knows the condition of the Property and understands that its use of the Property is on an "as is" basis without any obligation on the part of the County to make any changes, improvements or to incur any expenses for the maintenance or repair of the Property.

5. **Representations and Warranties of the County.** The County represents and warrants to Lessee as follows:
 - a. The County is fee simple owner of Property.
 - b. The County, per County Board Resolution 13-____, has the authority to enter into this Agreement, attached as Exhibit C.

6. **Covenants of the County.** The County covenants to Lessee as follows:
 - a. If the County sells the Property prior to September 1, 2013, it will inform Lessee within two (2) Days and may terminate this Agreement.
 - b. If the County sells the Property after September 1, 2013, it will ensure the sale does not interfere with the terms of this Agreement.

7. **Insurance.** Lessee agrees that financial responsibility for claims or damages to any person, or to Lessee's employees and agents, shall rest with Lessee. Lessee must effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation and Comprehensive General Liability, to support such financial obligations. The indemnification obligation of section 6 above shall not be reduced in any way by existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Lessee shall provide evidence to the County of the following coverages and minimum amounts, and list the County as an additional insured:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
WI Workers' Compensation or Proof of All States Coverage	Statutory
Commercial or Comprehensive General Liability	\$1,000,000 per Occurrence \$2,000,000 General Aggregate
Bodily Injury and Property Damage	\$10,000,000 Excess/Umbrella
Host Legal Liquor Liability Endorsement	
Event Insurance Rider	

Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement. The County shall be notified of any cancellation of coverage at least 10 days before the cancellation is effective.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per *Best's Key Rating Guide*. Additional information as to policy form, retroactive date,

discovery provisions and applicable retentions shall be submitted to the County, if requested, to obtain approval of insurance requirements. Any deviations, including the use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

8. **Mechanic or Construction Liens.** Lessee shall not permit, create, incur or impose, or cause others to permit, create, incur or impose any lien or other obligation against the Property or the County by reason of any work performed or materials furnished by, to or for Lessee, and Lessee agrees to hold the County harmless of and from any claims or demands by any contractor, subcontractor, laborer or any other third party against the Property or the County relating to or arising because of such work or materials.
9. **Indemnification.** Lessee agrees at all times during the existence of this Agreement to indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to this Agreement, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Lessee, its agents or employees. Lessee shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based on and pay all reasonable attorneys' fees and other costs and expenses arising from any such injury, damage or loss, claim demand or action.
10. **Reservation of Rights.** The County reserves its right to:
 - a. Require additional information or documentation regarding Lessee, Lessee's company, sponsoring company/organization, co-sponsors, Event participants, Event vendors, Event activities or the Event itself.
 - b. Continue to market the Property for sale. If Property is sold after September 1, 2013, the County and Lessee will work together to ensure that any time-sensitive due diligence of the purchaser will not interfere with Lessee's rights under this Agreement.
11. **Termination of Agreement.** The parties may terminate this Agreement at any time by written agreement.
 - a. **Cancellation Date.** Prior to September 1, 2013, either Party can terminate the Agreement in writing without penalty. Upon termination, if Lessee has already paid its Restoration Deposit, the Restoration Deposit will be returned in full, with any interest accrued. Neither party will owe the other damages, and the representations and warranties of each do not survive past termination.
 - b. **Termination for Cause.** Following January 1, 2014, either party can terminate the Agreement as follows:
 - i. **Termination by the County.** The County may terminate the Agreement with Lessee if any of the following occur:

1. **Lessee Misses Rental Payments.** If Lessee misses a rental payment, it shall have 10 Days to cure with interest at 10 percent APR and a late fee of \$500.00.
- ii. **Termination by Lessee.** The Lessee may terminate the Agreement with the County if any of the following occur:
 1. **Permit Contingency.** If Lessee is unable to secure the necessary licenses, permits and permissions from the City of Milwaukee, Milwaukee County and the State of Wisconsin, including, but not limited to, special event permits and licenses for the sale of alcohol, it may terminate the Agreement with 30 days written notice.

12. **Miscellaneous Provisions.**

- a. **Assignment.** Lessee shall not assign its rights under this Agreement or subcontract the performance of its obligations under this Agreement without the prior written consent of the County, which may be withheld for any reason. Any purported assignment without the County's prior written consent shall be of no effect.
- b. **Amendments.** This Agreement constitutes the entire understanding between the County and Lessee, and supersedes any earlier agreements, both written and oral. No amendment, alteration, modification or addition to this Agreement shall be valid and enforceable unless expressed in writing and signed by both Parties.
- c. **Cooperation.** If any claims, demands, suits or other legal proceedings arise out of any of the matters relating to this Agreement are made or instituted by any person against either the County or Lessee, the County or Lessee shall give to the other all pertinent information and reasonable assistance in the defense or other disposition thereof, at its sole expense.
- d. **Notice.** All notices, demands, consents and reports provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third (3rd) business day after mailing if mailed by the United States certified or registered mail, postage prepaid or one business day after deposit with an overnight courier, or on the day delivered if personally delivered or emailed at the following address:

If to County:

Milwaukee County – DAS Economic Development
Attn: Teig Whaley-Smith
2711 W. Wells Street
Milwaukee, WI 53208
Phone: 414-278-4185

If to Lessee:

Nomadic Ventures Inc.
Attn: Michael Eitel
1401 E Brady Street
Milwaukee, WI 53202

Phone: 414-350-7557

- e. **Waiver.** The waiver of any of the terms and conditions of this Agreement shall not be deemed as waiver of such terms and conditions on any future occasion.
- f. **Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions, to the extent possible while maintaining the Parties' intent in entering into the Agreement.
- g. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
- h. **Enforceability.** The County's remedies under this Agreement are cumulative and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise of the County's other remedies. No waiver by the County of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.
- i. **Execution of Counterparts.** For the convenience of the Parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement, which may be introduced in evidence or used for any other purpose without the production of any other counterparts.
- j. **Power to Execute.** The Parties executing this Agreement on behalf of the County and Lessee represent and warrant that each has full right, power and authority to enter into, execute, acknowledge and deliver this Agreement.

To evidence the Parties' agreement to this Agreement, they have executed and delivered it on the date stated in the preamble.

Signatures

Nomadic Ventures Inc.:

Milwaukee County:

By: _____

By: _____

Title: _____

Title: _____

Approved as to form and independent status:

Reviewed by:

By: _____
Corporation Counsel

By: _____
Risk Management

Date: _____

Date: _____

EXHIBIT A

Nomad Pop-Up World Cup Village Milwaukee, Wisconsin June 9-July 9, 2014

When Mike Eitel opened the Nomad World Pub on Brady Street in 1995, it quickly became the epicenter for soccer enthusiasts in Milwaukee. As the popularity of the beautiful game has grown domestically, the Nomad has outgrown its physical space for the world's biggest sporting event—the World Cup. After producing four previous world cups, attendance grew and it became clear that the demand had become so great that even the block party on Brady Street in 2010 was not enough to accommodate Southeastern Wisconsin's soccer fans.

Immediately after the 2010 tournament's final, Mike began looking for a location to produce what is known world-wide as a "World Cup Fanzone" for the 2014 World Cup in Brazil. The fanzones are typically located in main plazas or next to major landmarks in the capital cities of countries around the world.

His familiarity with the county-owned land in the Park East Development zone led him to explore creation of a "pop-up" village in the vacant land between 4th and 6th Streets and from Juneau to McKinley Blvd. This month-long event will inevitably draw interest from around the entire Midwest, if not national attention, and will create a highly visible, aesthetically beautiful way to showcase not just the Park East location as a desirable area for future development, but the entire Metropolitan Milwaukee area as a national tourist destination.

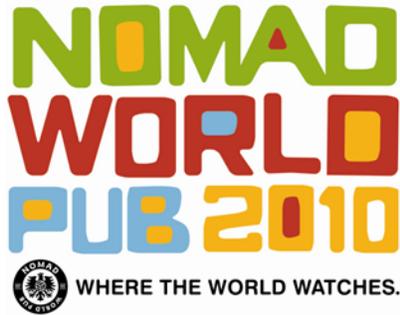
The family-friendly pop-up village will include a world class entertainment area, the country's best viewing areas for soccer enthusiasts, an international-themed market place, and a wide variety of food and beverage. The village is meant to celebrate this global event in the spirit of the world cup while showcasing the diversity found in the City of Milwaukee and the incredible attributes the city possesses from ease of access, connectivity, the river, our landmarks, and our people.

The event will likely begin with a series of pre-tournament activities in early June to promote the upcoming month. In 2010, soccer viewing was paired with live music and ethnic dance, exhibitions, and of course—soccer. The site will consist of different zones including two uniquely themed viewing areas, small-sided soccer courts, a splash zone, an international market place, large scaled soccer "activations", as well as the main stage and a large Nomad Soccer Pavilion with bier garden.

The Nomad will partner with an event producer to ensure world-class levels of security, sanitation, programming, and operational execution. A parking lot substantial enough to accommodate tour coaches will also be on site as well as plenty of logistical infrastructure. Vendors will be both local and national, with sponsors running the gamut from large multi-national corporations to home-grown companies and small businesses.

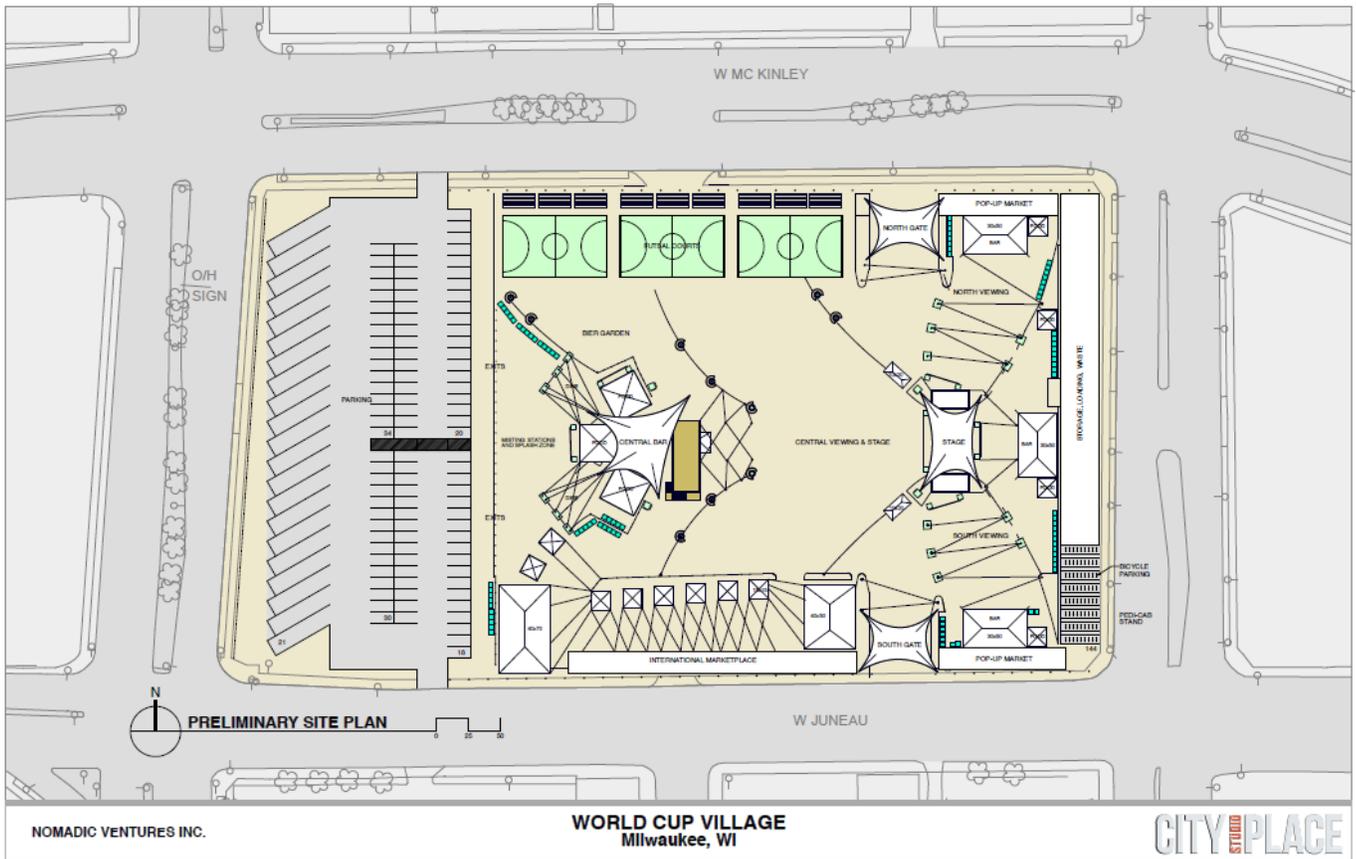
The governing body of soccer world-wide, FIFA, has yet to determine game times for the tournament, but it is likely the games will be in the afternoon and evening unless they skew the times earlier to make live viewing easier for European and African time zones. In general, gates are likely to open daily in the morning and close prior to midnight pending that decision.

This event, drawing thousands daily, will no doubt be a boon to Milwaukee’s hotels, local bars and restaurants, as well as dozens of local service providers and vendors. The regional media exposure for the event, and subsequently the Milwaukee area, will be high as well. The pop-up village is a huge opportunity for the City of Milwaukee and Milwaukee County.



Left: Logo from Nomad’s 2010 World Cup celebration on Brady Street

The following graphic represents a preliminary site plan for the Village:



After lease signing, the preliminary site plan and operating plan will be developed further, with these versions being shared with the County Board prior to the end of the year.

EXHIBIT B

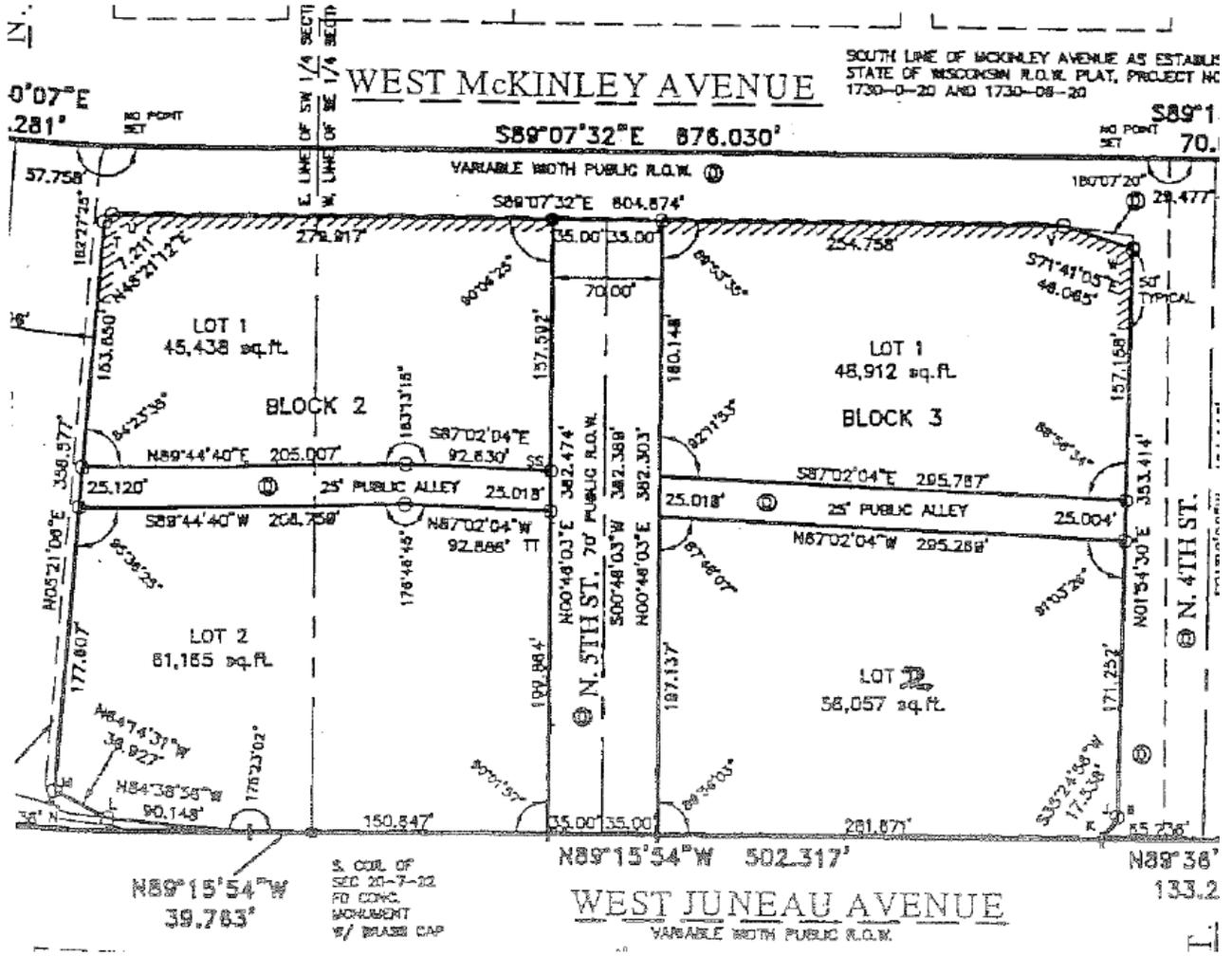


EXHIBIT C

Insert County Board Resolution 13-____.

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: July 1, 2013

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

FROM: Teig Whaley-Smith, Economic Development Director
Department of Administrative Services

SUBJECT: **Option to Purchase for Park East Block 2E**

POLICY

The Director of the Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to enter into an Option to Purchase, Development Agreement, and other ancillary documents related to Block 2E in the Park East, Milwaukee, WI.

BACKGROUND

Economic Development Staff developed a Request for Proposals (RFP) consistent with County Board Resolution 04-492 establishing the Park East Redevelopment Compact (PERC);

The RFP submittals were due June 24, 2013 at 2:00 pm. Consistent with the RFP it was later determined it was in the best interest of the County to extend the deadline until 5:00 pm on June 24, 2013. Three proposals were submitted.

The RFP process enabled County staff to obtain specific information about the vendor and proposed development of the site. Such information included (1) purchase price, (2) qualifications, (3) project description, project schedule, (4) financial feasibility, (5) zoning readiness, (6) green design, (7) DBE goal and plan, (8) residential hiring goal and plan, (9) apprenticeship and training opportunities goal and plan, (10) projected tax base, and (11) projected jobs created;

In response to the RFP, Opus Development Company, LLC and Mercy Housing Lakefront (“Opus/Mercy Team”) included a payment of \$2,500,000 to Milwaukee County, together with (a) an agreement to meet the prevailing wage and DBE requirements of the PERC, (b) 20% of the hours worked on the project to be performed by Milwaukee County Residents, and (c) inclusion of 15% of the workforce to be utilized from job training and apprenticeship programs. In subsequent negotiations, Opus/Mercy agreed to 40% of the hours worked on the project to be performed by Milwaukee County Residents.

The property enhancements proposed by the Opus/Mercy Team include a mixed use development that will include retail, office, residential units and structured parking; resulting in a projected tax base that would contribute \$750,000 - \$1,000,000 in annual property tax revenue; approximately 100 FTE construction jobs, and 100 FTE permanent jobs; and

The experience of Opus Development Company, LLC and Mercy Housing Lakefront is well documented in development and property management in the Milwaukee area as well as nationwide.

RECOMMENDATION

The Director of the Department of Administrative Services (DAS) recommends authorization for DAS, Corporation Counsel, the Risk Manager and other appropriate County officials to negotiate, review, approve and execute and record all documents and perform all actions required to enter into a twelve (12) month Option to Purchase and Development Agreement with Opus Development Company, LLC and Mercy Housing Lakefront, with two (2) additional six (6) month option extensions under the terms and condition described in the RFP.

Teig Whaley-Smith
Economic Development Director

Attachments: 1. Request for Proposal
 2. Land Disposition Report

cc: Chris Abele, County Executive
 Supervisor Patricia Jursik, Chair, Economic & Community Development
 Committee (ECD)
 Supervisor David Bowen, Vice Chair, ECD Committee
 Supervisor Willie Johnson, Jr., ECD Committee
 Supervisor Michael Mayo, Sr., ECD Committee
 Supervisor James (Luigi) Schmitt, ECD Committee
 Supervisor Steve F. Taylor, ECD Committee
 Supervisor Khalif Rainey ECD Committee
 Jessica Janz-McKnight, County Board Research Analyst
 Don Tyler, Director, Department of Administrative Services
 Julie Esch, Director of Operations, Department of Administrative Services
 Amber Moreen, Chief of Staff, Office of the County Executive
 Raisa Koltun, Director of Legislative Affairs, Office of the County
 Executive
 Barbara Pariseau, Senior Executive Assistant, DAS

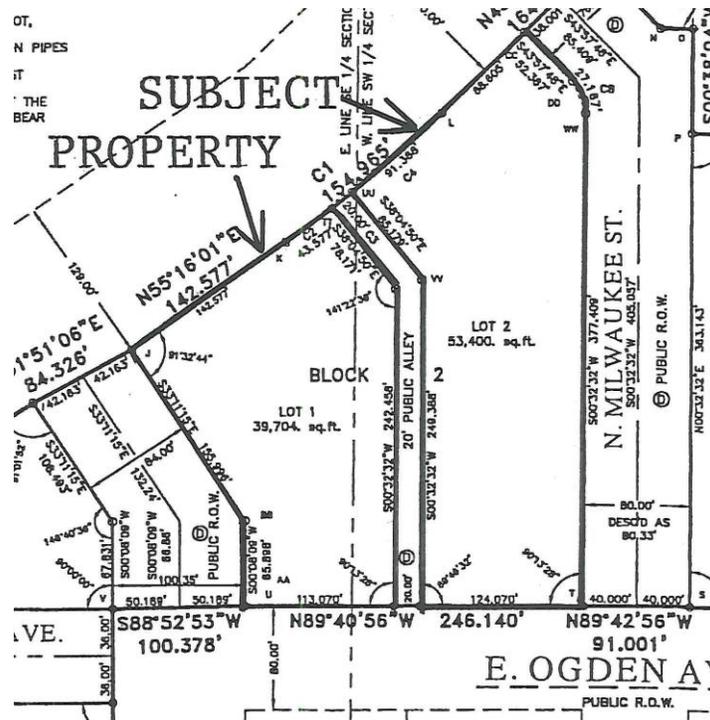
COUNTY OF MILWAUKEE
Land Disposition Report

Date: July 1, 2013

Responsible Staff: Teig Whaley-Smith, Economic Development Director

Redevelopment Project Area

Former Park East Freeway Block 2E: Milwaukee County acquired title of sixteen (16) acres of the Former Park East Freeway upon its demolition in 2002. Pursuant to the Park East Freeway Land Disposition Plan and Agreement signed by the County, the City of Milwaukee and the Wisconsin Department of Transportation in February 2002, the County has marketed the former freeway lands to multiple developers to facilitate interest and diversity to the urban fabric. Block 2E is one parcel therein. As identified in the City of Milwaukee Park East Redevelopment Plan, Block 2E is located between North Milwaukee Street, North Water Street, North Broadway Street and East Ogden Avenue and comprises approximately 2.29 acres.



Redevelopers

Opus Development Company, LLC, and Mercy Housing Lakefront have teamed up to make their Block 2E vision a reality. Both well-known and respected members of the development community, their vast expertise, broad array of professional relationships, and history of success will be a great asset in executing a project of this magnitude while maximizing the use of the Block 2E land.

Project Description

The Block 2E project will be a mixed use development consisting of residential units, retail space, office space and structured parking, with projected annual tax revenue of \$750,000-\$1,000,000. The development will create approximately 100 FTE construction jobs and 100 FTE permanent jobs.

Option Terms and Conditions

The purchase price shall be \$2,500,000. The option term will be for twelve (12) months to enable the redevelopers to complete their environmental and geotechnical investigations, secure financing and finalize building plans. The option period may be extended for two six-month extension periods at the request of the redevelopers provided a \$25,000 renewal fee is included with each request. A \$50,000 option fee is required to be submitted with the Option to Purchase, and shall be credited toward the purchase price at closing.

(ITEM), A resolution requesting authorization for the County to enter into an option to purchase and related agreements with Opus Development Company, LLC and Mercy Housing Lakefront for the purchase of Block 2E of the Park East, Milwaukee, WI, by recommending adoption of the following.

RESOLUTION

WHEREAS, the Economic Development staff of the Department of Administrative Services solicited Request for Proposals (RFP) to purchase and develop the 2.29 acre County-owned parcel located at Block 2E of the Park East in the City of Milwaukee; and

WHEREAS, the RFP was distributed to over 15,000 individuals through the County E-notify system and several news media outlets covered the release of the RFP; and

WHEREAS, the RFP process enabled County staff to obtain specific information about the developer and their proposed development of the lot; such information included (1) purchase price, (2) qualifications, (3) project description, project schedule, (4) financial feasibility, (5) zoning readiness, (6) green design, (7) DBE goal and plan, (8) residential hiring goal and plan, (9) apprenticeship and training opportunities goal and plan, (10) projected tax base, and (11) projected jobs created; and

WHEREAS, the RFP process was consistent with County Board Resolution 04-492 establishing the Park East Redevelopment Compact (PERC); and

WHEREAS, in response to the RFP, three developers submitted proposals to Milwaukee County; and

WHEREAS, a review panel of economic development professionals recommended unanimously to accept the proposal of Opus Development Company, LLC and Mercy Housing Lakefront;

WHEREAS, the submitted proposal from Opus Development Company, LLC and Mercy Housing Lakefront includes a payment of \$2,500,000 to Milwaukee County, together with (a) an agreement to meet the prevailing wage and DBE requirements of the PERC, (b) 40% of the hours worked on the project to be performed by Milwaukee County Residents, and (c) inclusion of 15% of the workforce to be utilized from job training and apprenticeship programs; and

WHEREAS, property enhancements include a mixed use development that will include retail, office, residential units and structured parking; resulting in a projected tax base that would contribute \$750,000 - \$1,000,000 in annual property tax revenue; approximately 100 FTE construction jobs, and 100 FTE permanent jobs; and

47
48 WHEREAS, the experience of Opus Development Company, LLC and Mercy
49 Housing Lakefront is well documented in development and property management in the
50 Milwaukee area as well as nationwide; now therefore,

51
52 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby
53 authorizes the Director of Economic Development, Corporation Counsel, and Risk
54 Management to negotiate, prepare, review, approve, execute and record all documents
55 and perform all actions required to enter into an option to purchase (“Option”) and
56 Development Agreement with Opus Development Company, LLC and Mercy Housing
57 Lakefront for Block 2E of the Park East, Milwaukee, WI; and

58
59 BE IT FURTHER RESOLVED, the Option and Development Agreement shall
60 include at least the following terms and conditions:

- 61 (a) \$2,500,000 Purchase Price
- 62 (b) prevailing wage as specified in the PERC
- 63 (c) DBE requirements as specified in the PERC
- 64 (d) 40% of the hours worked on the project to be performed by Milwaukee
65 County residents, and
- 66 (e) inclusion of 15% of the workforce to be utilized from job training and
67 apprenticeship programs;
- 68 (f) a requirement that the final design be substantially consistent with the
69 proposal submitted by the developer as part of the RFP response;
- 70 (g) a requirement that the final use and unit mix be substantially consistent with
71 the proposal submitted by the developer as part of the RFP response; and

72
73 BE IT FURTHER RESOLVED, the Option shall include a \$50,000 option fee, the
74 option period will be twelve (12) months with two additional six (6) month extensions of
75 the option period, each with a \$25,000 option fee attached; and

76
77 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk
78 and/or other appropriate County officials be hereby authorized to execute, after
79 Corporation Counsel approval, any and all instruments, rights of entry, documents that
80 are called out in the RFP and required to implement the intent of this resolution,
81 including without limitation a Warranty Deed for Lots 1 & 2 of the subject Block 2E,
82 inclusive of the bisecting alley area pursuant to the terms and conditions of the option
83 and RFP should the option be exercised.

84

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 1, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Option to Purchase for Park East Block 2E

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" 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.

- A. The Director of Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to enter into an Option to Purchase and Development Agreement related to the 2.29 acre County-owned parcel located at Block 2E of the Park East in the City of Milwaukee;
- B. The Option to Purchase will bring in \$50,000 - \$100,000 of revenue. If the Option to Purchase is exercised it will bring \$2,500,000 of revenue. Pursuant to the Park East Freeway Land Disposition Plan and Agreement between the County, the City of Milwaukee, and the WDOT, sale proceeds from the sale of former Park East Freeway lands shall be divided between the County, the State and the FHWA based on their respective percentage financial participation when the lands were originally purchased for freeway purposes. For the \$2,500,000 gross sale proceeds from Lots 1 & 2 of Block 2E, inclusive of the alley area bisecting the two lots, the percentage reimbursement for the County shall be 58% (\$1,450,000), the State 3.6% (\$90,000) and the FHWA 38.4% (\$960,000). ***These figures are approximate, as sales expenses will reduce the \$2,500,000 gross sales proceeds amount before the percentage reimbursement amounts between the County, the State and the FHWA are computed.***
- C. The projected revenue will contribute towards the budgeted land sales in the Economic Development budget.
- D. None.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By DAS-Economic Development

Authorized Signature(s) _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: July 1, 2013

TO: Supervisor Patricia Jursik, Chair, Economic & Community Development Committee

FROM: Teig Whaley-Smith, Economic Development Director, Department of Administrative Services

SUBJECT: Park East Update – Marketing Plan

REQUEST

There is no request at this time, this report is for informational purposes only.

BACKGROUND

To drive more interest in the remaining Park East parcels, the Economic Development Department included in its 2013 budget an advertising/marketing budget. After planning with the City of Milwaukee and the Commercial Association of Realtors of Wisconsin (CARW), the Economic Development Department will be contracting with CARW to provide advertising/marketing services. The cost will be shared with the City of Milwaukee. The services include:

- Creation of a website focused on marketing the property;
- Creation of marketing brochure, electronic and/or printed;
- Listing of the property on national property listing services (i.e. Xceligent and CoStar);
- Aesthetic improvements to the property (i.e. appearance, lighting, signage (all subject to approval by Milwaukee County/City of Milwaukee)); for the purposes of the proposal only costs related to signage are included;
- Industry and media marketing; to include but not be limited to marketing to commercial real estate professionals in Wisconsin and beyond, earned-media efforts to local, regional and national media outlets, and coordination of communications strategies and implementation activities between the industry, County and City;
- Marketing Kick-Off Event; to be hosted in collaboration with the County and City.

RECOMMENDATION

There is no recommendation at this time, this report is for informational purposes only.

Teig Whaley-Smith
Economic Development Director, Department of Administrative Services

cc: Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Economic and Community Development Committee Members
Don Tyler, Director, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, County Executive's Office
Julie Esch, Director of Operations, DAS
Barbara Pariseau, Senior Executive Assistant, DAS

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: July 1, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM: Teig Whaley-Smith, Economic Development Director, Department of Administrative Services

SUBJECT: Purchase proposal on an In-Rem tax foreclosed property located at 6212 N. Willow Glen Lane in Glendale, Wisconsin

REQUEST

County Board Resolution File No. 02-14 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

BACKGROUND

The Real Estate Section of Economic Development Division received two proposals to purchase an excess County-owned parcel located at 6212 N. Willow Glen Lane in the city of Glendale, Wisconsin. Copies of both offers are attached as well as a summary of the appraisal done on the site.

An appraisal on the property was conducted on May 28, 2013 with a value attached of \$45,000. The property has a single family home situated on it and is located in a residential neighborhood comprising of rentals and owner occupants. The property is in deteriorated condition requiring new HVAC mechanicals, water heater, kitchen cabinets and countertops, windows and exterior.

Proposal "A" which is dated June 21, 2013 and is signed by the buyer, Inna Lebedinsky is offering a \$22,500 purchase price which is a cash offer, and no other contingencies. Proposal "B" which is dated June 5, 2013 and is signed by the buyers Joe Z. Li and Yehua Tang, is offering a \$43,000 purchase price and has a financing contingency attached allowing the buyers to obtain a loan for \$15,000. The contingency is effective until 45 days from acceptance. Both offers are submitted through buyer agents and would involve a 2.4% commission being paid by the county to the agents, due at closing.

RECOMMENDATION

Approval is recommended for Proposal "B" submitted by Joe Li and Yehua Tang for the amount of \$43,000. The offer is 95% of the asking price and the Financing contingency accounts for less than 35% of the offer price. This deal would proceed with the understanding that if the financing contingency has not been met within the 45 day period, the deal will terminate and the property will be made available for sale again.

Teig Whaley-Smith
Economic Development Director, Department of Administrative Services

Attachments:

cc: Chris Abele, County Executive
Supervisor Patricia Jursik, Chair, Economic & Community Development
Committee (ECD)
Supervisor David Bowen, Vice Chair, ECD Committee
Supervisor Willie Johnson, Jr., ECD Committee
Supervisor Michael Mayo, Sr., ECD Committee
Supervisor James (Luigi) Schmitt, ECD Committee
Supervisor Steve F. Taylor, ECD Committee
Supervisor Khalif Rainey ECD Committee
Jessica Janz-McKnight, County Board Research Analyst
Don Tyler, Director, Department of Administrative Services
Julie Esch, Director of Operations, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, Office of the County Executive
Paul Kuglitsch, Corporation Counsel
David Cialdini, Economic Development Real Estate Agent
Barbara Pariseau, Senior Executive Assistant, DAS

1
2
3
4 (ITEM) Reference file established by the County Board Chairperson relative to
5 offers to purchase on lands under County control with an undesignated use, by
6 recommending adoption of the following:
7

8 **A RESOLUTION**
9

10 WHEREAS, the Real Estate Section of the Economic Development Division
11 received two offers to purchase on an excess County-owned property located at
12 6212 North Willow Glen Lane in the City of Glendale; and,
13

14 WHEREAS, the subject property, appraised at \$45,000, consists of a single
15 family home with 2 bedrooms, 1 bath; and
16

17 WHEREAS, the property is situated on a 42' X 157' lot with a side drive. The
18 house is in deteriorated condition requiring new mechanicals, wiring and plumbing
19 repairs, bathroom and kitchen updates, new windows, as well as interior and exterior
20 cleaning and decorating; and
21

22 WHEREAS, the Milwaukee County Treasurer acquired the property by
23 foreclosure proceedings for non-payment of real estate taxes. Staff established an
24 asking price of \$45,000; and
25

26 WHEREAS, the first offer is from a buyer in the amount of \$22,500. The offer
27 contains no contingencies.
28

29 WHEREAS, the second offer is from Joe Z. Li and Yehua Tang in the amount
30 of \$43,000. The offer contains a financing contingency for \$15,000 and expires 45
31 days from acceptance; and
32

33 WHEREAS, the Joe Z. Li and Yehua Tang offer is below the appraised value,
34 but Staff is of the opinion that it should be recommended because it is more than
35 95% of the asking price and the financing contingency is based off an amount which
36 is less than 35% of the offer amount; now, therefore,
37

38 BE IT RESOLVED, that the Real Estate Agent for Economic Development is
39 hereby authorized to sign the above described offer to purchase from Joe Z. Li and
40 Yehua Tang; and
41

42 BE IT FURTHER RESOLVED, that the County Executive and the County
43 Clerk are hereby authorized to convey by Warranty Deed the subject property
44 located at 6212 North Willow Glen Lane, Glendale to Joe Z. Li and Yehua Tang
45 and/or assigns for the consideration of \$43,000, pursuant to the terms and conditions
46 of their offer to purchase.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 1, 2013

Original Fiscal Note x

Substitute Fiscal Note

SUBJECT: Authorization to sell County owned excess property at 6212 N. Willow Glen Ln., Glendale Wisconsin

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| x 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 | |
| x 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	
	Revenue	0	
	Net Cost	0	
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.
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- 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.

Single family house at 6212 N Willow Glen Ln in Glendale was acquired by the Milwaukee County Treasurer through foreclosure because of non payment of real estate taxes. Economic Development has marketed the property for sale at a price of \$45,000. Sale of the property will relieve the county of maintenance obligations, reimburse the Treasurer for any outstanding balance and return the property to the County tax roll.

Department/Prepared By Economic Development / David A Cialdini

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

APPRAISAL OF



A SINGLE FAMILY RESIDENCE

LOCATED AT:

6212 N. Willow Glen Ln
Glendale, WI 53209

CLIENT:

Milw. County - Real Estate Services
2711 West Wells Street, 3rd Floor
Milwaukee, WI 53208

AS OF:

May 28, 2013

BY:

Paul R. Vozar, CRA, CA-S
Wisconsin Certified Residential Appraiser #196-9

**VOZAR APPRAISAL SERVICE INC.
REAL ESTATE APPRAISERS**

File No. 13-0491

May 30, 2013

Mr. David Cialdini
Milw. County - Real Estate Services
2711 West Wells Street, 3rd Floor
Milwaukee, WI 53208

File Number: 13-0491

Mr. Cialdini,

In accordance with your request, I have appraised the real property at:

6212 N. Willow Glen Ln
Glendale, WI 53209

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of May 28, 2013 is:

\$45,000
Forty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Sincerely,



Paul R. Vozar, CRA, CA-S
Wisconsin Certified Residential Appraiser #196-9

VOZAR APPRAISAL SERVICE INC
Residential Appraisal Report

File No. 13-0491

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.			
	Client Name/Intended User Milw. County - Real Estate Services		E-mail	
	Client Address 2711 West Wells Street, 3rd Floor		City Milwaukee	State WI Zip 53208
	Additional Intended User(s) None			
Intended Use Estimate fair market value in as is condition				

SUBJECT	Property Address 6212 N. Willow Glen Ln		City Glendale	State WI Zip 53209	
	Owner of Public Record Milwaukee County		County Milwaukee		
	Legal Description N42' of Lot 4, Block 2, Assessment Subd #82 NE 1/4 Sec 30-8-22				
	Assessor's Parcel # 1610028		Tax Year 2012	R.E. Taxes \$ 0.00	
	Neighborhood Name Glendale		Map Reference N62W19	Census Tract 0602.00	
Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)					

SALES HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.			
	Prior Sale/Transfer: Date N/A		Price N/A	Source(s) Wiredata
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) As per the City of Glendale the current owner is E. Friedman but as per Milwaukee County Land Records Milwaukee County is listed as the owner. Wiredata nor the City of Glendale records any deed transfer.			
	Offerings, options and contracts as of the effective date of the appraisal Not Applicable			

NEIGHBORHOOD	Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	60 %		
	Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	10 %		
	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	25 Low	5	Multi-Family	5 %		
	Neighborhood Boundaries Interstate 43 to east, Hampton Avenue to south, Range Line Road to west, and Good Hope Road to north.		2,171 High	135	Commercial	25 %		
			170 Pred.	50	Other	%		
	Neighborhood Description The subject site is located in the City of Glendale, a northern suburb of the City of Milwaukee. North Green Bay Road, also known as Highway 57, is located two blocks east of subject. Kletzsch Park is located 1/3 mile northeast of subject. Interstate Highway 43 is located one mile east of subject. Downtown Milwaukee is located approximately six miles southeast of subject. The Milwaukee River runs through Kletzsch Park. Subject site is located on a dead end street.							
	Market Conditions (including support for the above conclusions) Conventional financing is readily available at competitive interest rates with sellers rarely negotiating financing concessions. Marketing time for this area is generally three to six months. Current market conditions indicate that there is an adequate supply of available listings. Overall the property values are considered stable.							

SITE	Dimensions 42 x 157.5	Area 6615 Sq.Ft.	Shape Rectangular	View Nothing adverse				
	Specific Zoning Classification R-7	Zoning Description Single Family Residential						
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)							
	Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.							
	Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>
Site Comments The subject site is level at front and a slight slope to the rear of site. There is no apparent adverse easements or encroachments evident. Landscaping is minimal.								

IMPROVEMENTS	GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials	
	Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One w/Acc. unit <input type="checkbox"/>	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete Block		Floors	Carpet, Vinyl	
	# of Stories 1.5	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Comp Sided/Frn		Walls	Plaster	
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 1004 sq. ft.	Roof Surface	Comp Shingle		Trim/Finish	Wood	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Metal		Bath Floor	Vinyl	
	Design (Style) Cape Cod	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump	Window Type	Double Hung		Bath Wainscot	Modular	
	Year Built 1948		Storm Sash/Insulated	Missing		Car Storage	<input type="checkbox"/> None	
	Effective Age (Yrs) 45		Screens	Missing		<input checked="" type="checkbox"/> Driveway # of Cars 1		
	Attic <input checked="" type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> WoodStove(s) #		Driveway Surface Asphalt		
	<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel	<input type="checkbox"/> Fireplace(s) #	<input type="checkbox"/> Fence		<input type="checkbox"/> Garage # of Cars 0		
	<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch Enc		<input type="checkbox"/> Carport # of Cars 0		
	<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input type="checkbox"/> Other		<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in		
	Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)							
	Finished area above grade contains: 6 Rooms 2 Bedrooms 1 Bath(s) 1,444 Square Feet of Gross Living Area Above Grade							
	Additional Features Cedar closet on second floor. 100 Amp electrical service.							

Comments on the Improvements Overall condition is poor. The furnace and water heater is missing. Exterior storm and screen windows missing. Wood exterior trim in need of paint. Service walk at front needs to be raised to make an acceptable step-up to stoop (health hazard). Interior paint needed. Floor coverings need cleaning or replacement. Various broken windows. The kitchen has several missing cabinet doors. No extensions to the downspouts.	
There is functional obsolescence due to poor floor plan and having one bath for two bedrooms which are on different floors.	

VOZAR APPRAISAL SERVICE INC
Residential Appraisal Report

File No. 13-0491

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
6212 N. Willow Glen Ln Address Glendale		6422 N. Garden Grove Ln. Glendale, WI 53209-3418		5711 N. Braeburn Lane Glendale, WI 53209-4205		6016 N. Alberta Lane Glendale, WI 53217-4410	
Proximity to Subject		0.26 miles NNE		0.85 miles SW		0.78 miles ESE	
Sale Price	\$		\$ 65,000		\$ 65,000		\$ 55,000
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 58.93 sq. ft.		\$ 54.53 sq. ft.		\$ 42.37 sq. ft.	
Data Source(s)		MLS/Exterior View/City Data		MLS/Exterior View/City Data		MLS/Exterior View/City Data	
Verification Source(s)		Selling Broker		Listing Broker		Selling Broker	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing Concessions		Cash None / DOM 87		Cash None / DOM 8		Cash None / DOM 318	
Date of Sale/Time		10/31/2012		5/10/2013		6/29/2012	
Location	Suburban	Suburban		Suburban		Suburban	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	6615 Sq.Ft.	5663 Sq.Ft.	1,000	4800 Sq.Ft.	2,000	5097 Sq.Ft.	2,000
View	Nothing adverse	Nothing adverse		Nothing adverse		Nothing adverse	
Design (Style)	Cape Cod	Ranch		Cape Cod		Cape Cod	
Quality of Construction	Comp Sided	Aluminum	-5,000	Stone	-10,000	Aluminum	-5,000
Actual Age	65 Years	93 Years	7,000	65 Years		64 Years	
Condition	Poor	Poor		Fair	-10,000	Poor	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	6 2 1	5 2 1		5 3 1		6 4 1	
Gross Living Area	1,444 sq. ft.	1,103 sq. ft.	3,410	1,192 sq. ft.	2,520	1,298 sq. ft.	1,460
Basement & Finished Rooms Below Grade	Full Basement Unfinished	Full Basement Unfinished		Full Basement Rec Rm	-5,000	Full Basement Unfinished	
Functional Utility	Fair	Fair		Fair		Fair	
Heating/Cooling	None	Gas FWA C/A	-3,000	Gas FWA	-2,000	Gas FWA	-2,000
Energy Efficient Items	None	None		None		None	
Garage/Carport	1 Car Driveway	2 Car Garage	-10,000	2 Car Garage	-10,000	1 Car Garage	-5,000
Porch/Patio/Deck	Enc Porch	Fence	0	Fence	0	None	1,000
Extras	None	Appliances	-500	None		None	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 7,090	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 32,480	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 7,540
Adjusted Sale Price of Comparables		Net Adj. -10.9%		Net Adj. -50.0%		Net Adj. -13.7%	
		Gross Adj. 46.0%	\$ 57,910	Gross Adj. 63.9%	\$ 32,520	Gross Adj. 29.9%	\$ 47,460

Summary of Sales Comparison Approach All sales used are in fair to very poor condition. The sales listed are the best available and most comparable to the subject property in the past year. Most weight is given Sale #1 due to least amount of adjustments and proximity to subject. Good support from Sales #2, #3 and #4.

COST APPROACH TO VALUE	
Site Value Comments	The Cost Approach is not deemed applicable due to age of improvements.
ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$
Source of cost data	Dwelling 1,444 Sq. Ft. @ \$ = \$ 0
Quality rating from cost service Effective date of cost data	Bsmt: 1004 Sq.Ft. Sq. Ft. @ \$ = \$ 0
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	
	Garage/Carport Sq. Ft. @ \$ = \$
	Total Estimate of Cost-New = \$ 0
	Less Physical Functional External
	Depreciation = \$ (0)
	Depreciated Cost of Improvements = \$ 0
	"As-is" Value of Site Improvements = \$
	INDICATED VALUE BY COST APPROACH = \$ 0

INCOME APPROACH TO VALUE	
Estimated Monthly Market Rent \$	X Gross Rent Multiplier = \$ N/A Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)	The Income Approach is not deemed applicable in single family valuation.

Indicated Value by: Sales Comparison Approach \$45,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$ N/A
 All weight is given the Sales Comparison Approach due to the reliable data employed. The Cost Approach is not deemed applicable due to age of improvements. The Income Approach is not applicable in single family valuation.

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed subject to the following:
 The appraiser has not performed any service on the subject property in past 36 months. Estimated exposure time is 120 days.

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 45,000 as of 05/28/2013, which is the effective date of this appraisal.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: Market Value Other Value: _____

Source of Definition: Harrison's Dictionary

The price (highest or most probable) that a property will sell for in a competitive market when all the conditions for a fair sale exist. These conditions include buyers and sellers who are knowledgeable of the property and the market and who are typically motivated and free of unusual stimulus and acting in their own best interest. It also assumes that there is sufficient time available to market the property and that typical financing will be available.

ADDRESS OF THE PROPERTY APPRAISED:

6212 N. Willow Glen Ln
Glendale, WI 53209

EFFECTIVE DATE OF THE APPRAISAL: 05/28/2013

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 45,000

APPRAISER

Signature: 

Name: Paul R. Vozar, CRA, CA-S

State Certification # 196-9

or License # _____

or Other (describe): _____ State #: _____

State: WI

Expiration Date of Certification or License: 12/14/2013

Date of Signature and Report: 05/30/2013

Date of Property Viewing: 05/28/2013

Degree of property viewing:

Interior and Exterior Exterior Only Did not personally view

SUPERVISORY APPRAISER

Signature: _____

Name: _____

State Certification # _____

or License # _____

State: _____

Expiration Date of Certification or License: _____

Date of Signature: _____

Date of Property Viewing: _____

Degree of property viewing:

Interior and Exterior Exterior Only Did not personally view

DIMENSION LIST ADDENDUM

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209

GROSS BUILDING AREA (GBA)		1,444
GROSS LIVING AREA (GLA)		1,444
Area(s)	Area	% of GLA
Living	1,444	100.00
Level 1	972	67.31
Level 2	472	32.69
Level 3	_____	_____
Other	_____	_____
Basement <input type="checkbox"/>	1,004	_____
Garage <input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

Area Measurements				Area Type					
Measurements	Factor	Total		Level 1	Level 2	Level 3	Other	Bsmt.	Garage
26.00 x 34.00 x 1 =		884.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.00 x 12.00 x 1 =		120.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.00 x 8.00 x 1 =		32.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.00 x 14.00 x 1 =		56.00		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.00 x 34.00 x 1 =		272.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.00 x 10.00 x 1 =		200.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SUBJECT PROPERTY PHOTO ADDENDUM

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: May 28, 2013
Appraised Value: \$ 45,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



Living Room

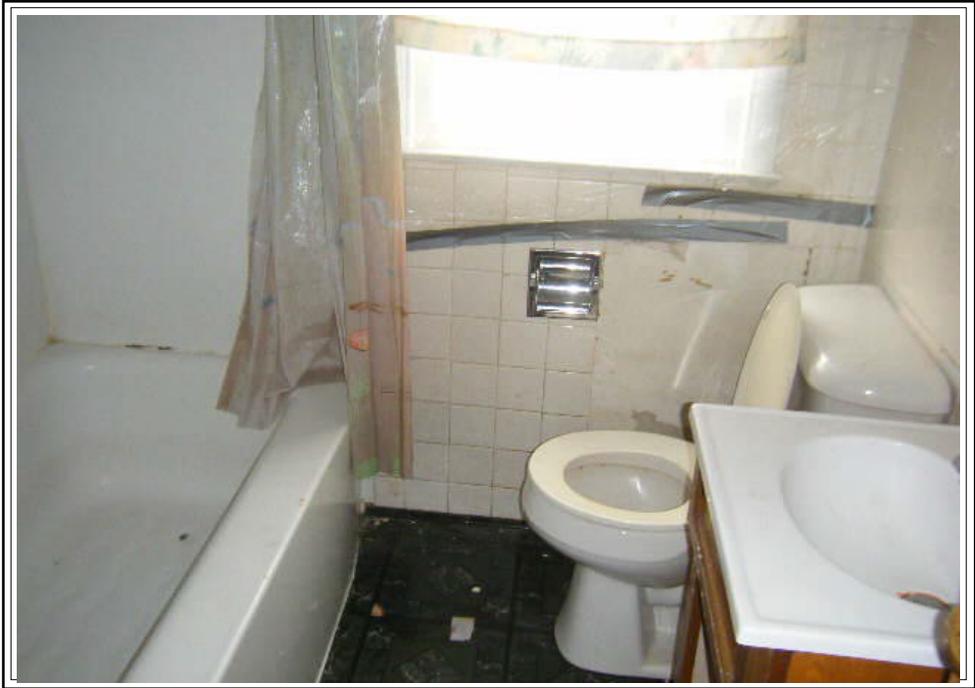


Den



Dining Room

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



Bathroom



Bedroom



Kitchen

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



Enclosed Porch



Upper Bedroom



Rear Yard

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



Trim Paint Needed



Side of house and missing windows



Trim paint needed and siding repair needed

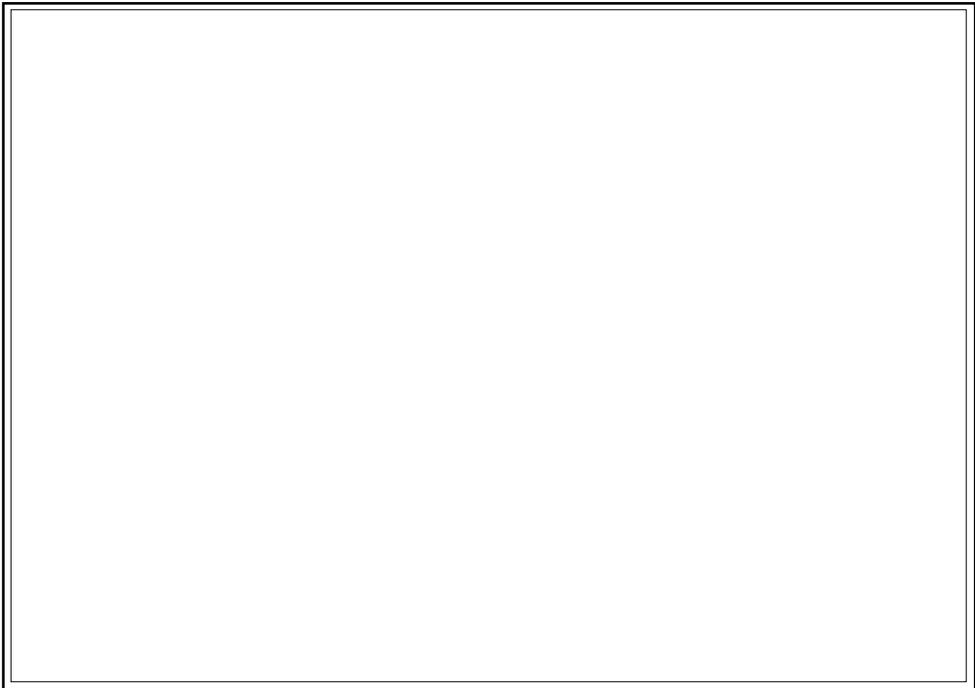
Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



Side of house



Street Scene



COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



COMPARABLE SALE #1

6422 N. Garden Grove Ln.
Glendale, WI 53209-3418
Sale Date: 10/31/2012
Sale Price: \$ 65,000



COMPARABLE SALE #2

5711 N. Braeburn Lane
Glendale, WI 53209-4205
Sale Date: 5/10/2013
Sale Price: \$ 65,000



COMPARABLE SALE #3

6016 N. Alberta Lane
Glendale, WI 53217-4410
Sale Date: 6/29/2012
Sale Price: \$ 55,000

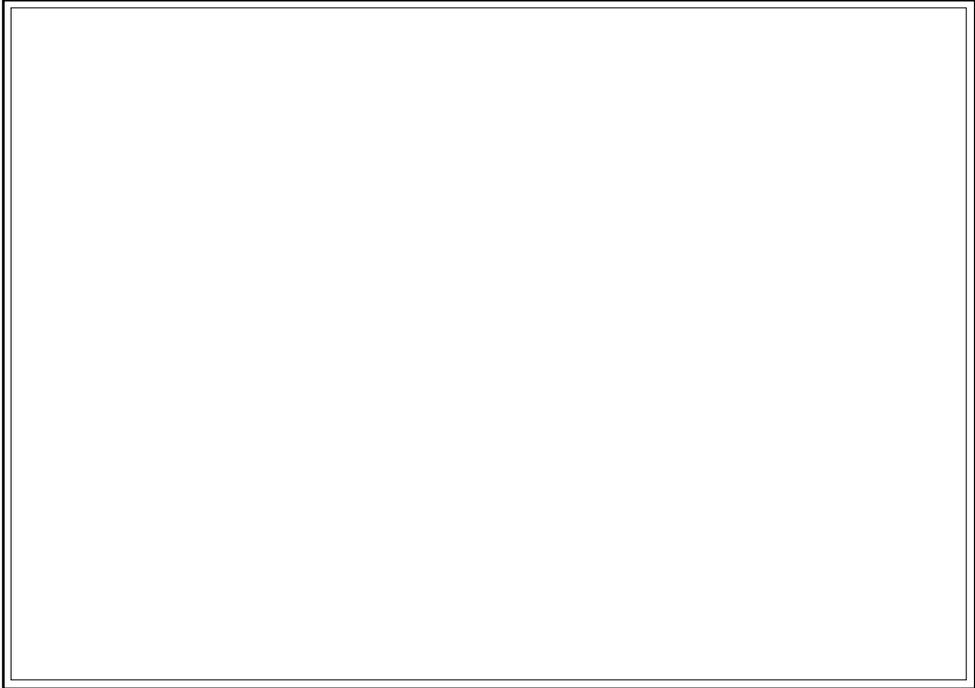
COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Milw. County - Real Estate Services	File No.: 13-0491
Property Address: 6212 N. Willow Glen Ln	Case No.:
City: Glendale	State: WI Zip: 53209



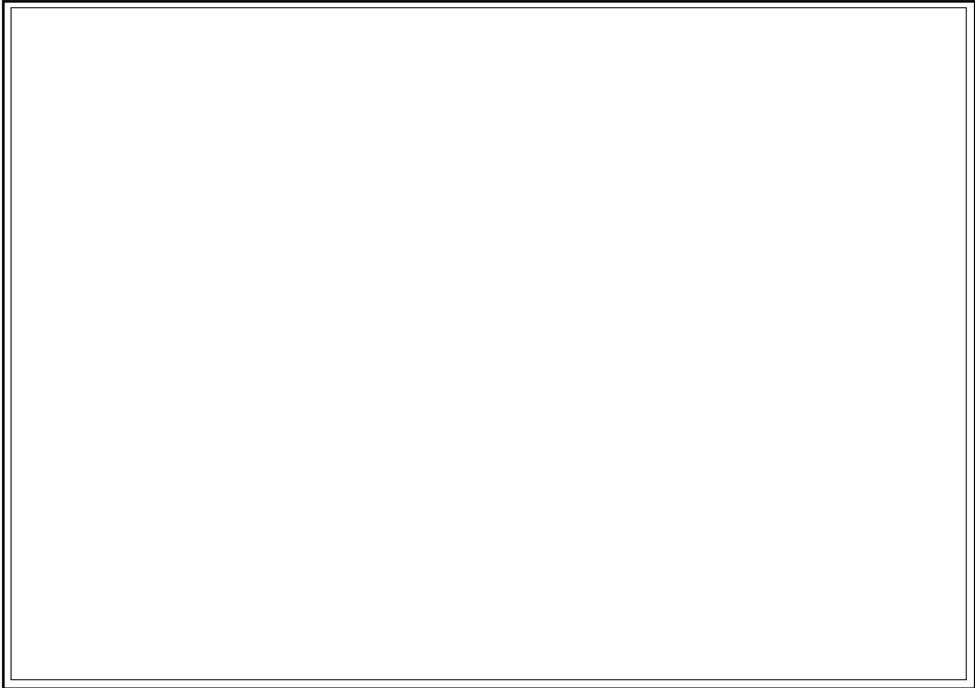
COMPARABLE SALE #4

5251 N. Bethmaur Lane
Glendale, WI 53209-4986
Sale Date: 1/21/2013
Sale Price: \$ 49,525



COMPARABLE SALE #5

Sale Date:
Sale Price: \$



COMPARABLE SALE #6

Sale Date:
Sale Price: \$

FLOORPLAN SKETCH

Client: Milw. County - Real Estate Services

File No.: 13-0491

Property Address: 6212 N. Willow Glen Ln

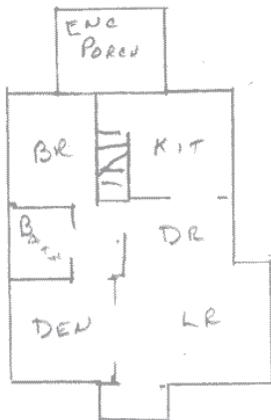
Case No.:

City: Glendale

State: WI

Zip: 53209

X

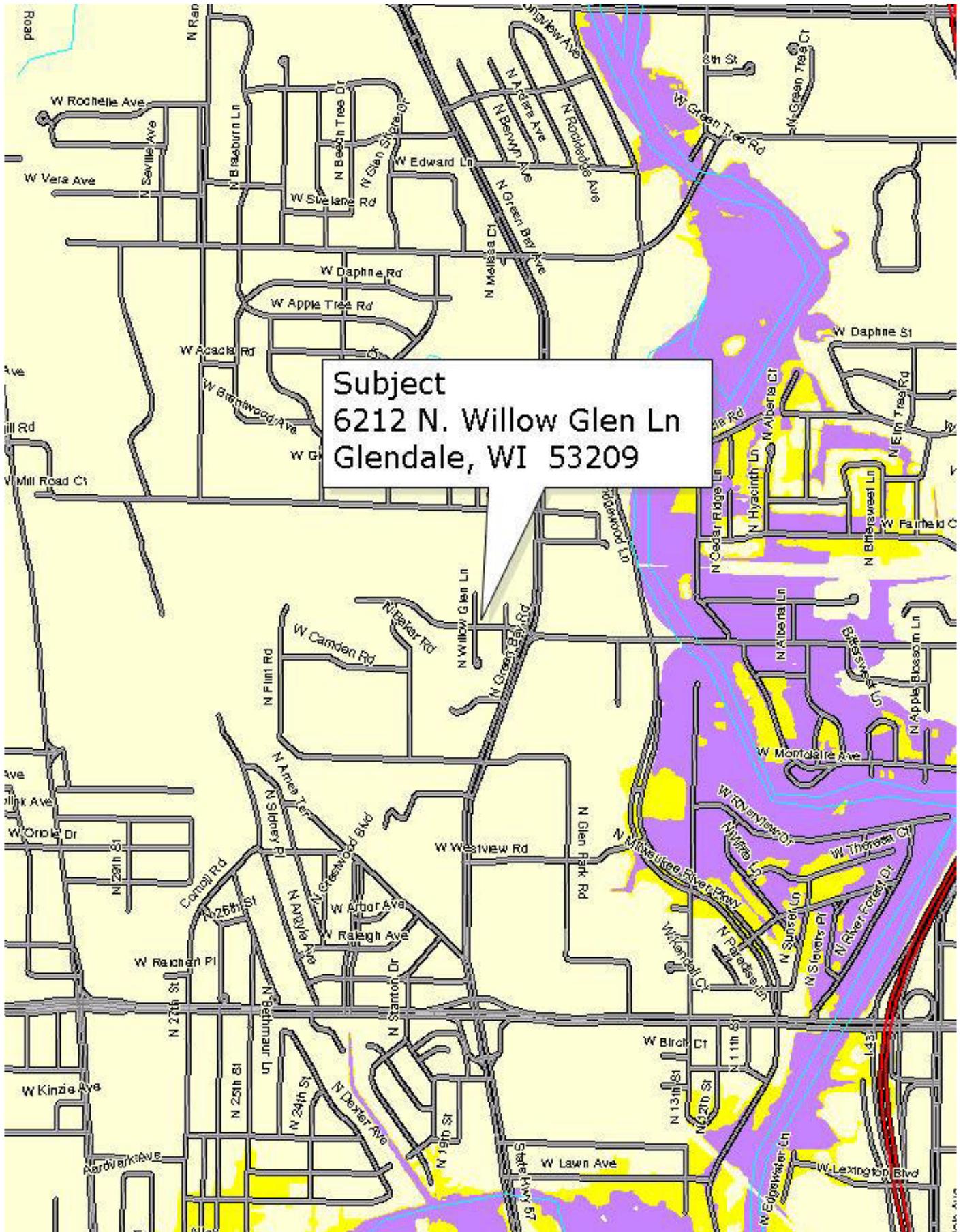


X

FLOOD MAP

Client: Milw. County - Real Estate Services
 Property Address: 6212 N. Willow Glen Ln
 City: Glendale

File No.: 13-0491
 Case No.:
 State: WI Zip: 53209



Subject
 6212 N. Willow Glen Ln
 Glendale, WI 53209

FloodMap Legend

Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100- and 500-year floodplains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazards
- Areas not mapped on any published FIRM

Flood Information

Community: 550275 - GLENDALE, CITY OF
 Property is not in a FEMA special flood hazard area.
 Map Number: 55079C0043E Map Date: 09/26/2008
 Panel: 0043E FIPS: 55079
 Zone: X

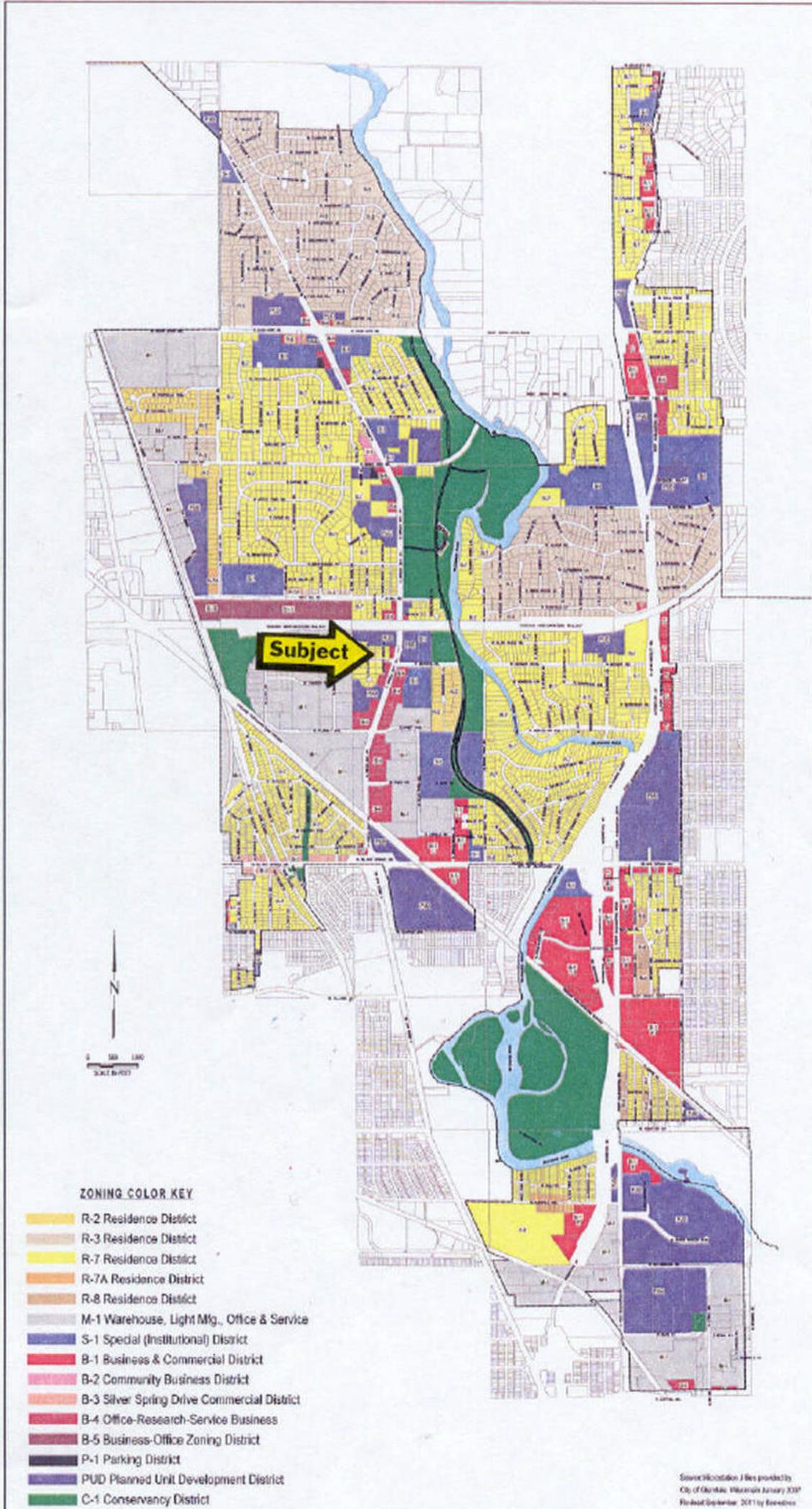
Neither Transamerica Flood Hazard Certification (TFHC) nor ACI make any representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose. Neither TFHC nor ACI nor the seller of this flood report shall have any liability to any third party for any use or misuse of this flood report.

ZONING MAP

Client: Milw. County - Real Estate Services
Property Address: 6212 N. Willow Glen Ln
City: Glendale

File No.: 13-0491
Case No.:
State: WI
Zip: 53209

City of Glendale Zoning Map



STATISTICAL MARKET ANALYSIS

Client: Milw. County - Real Estate Services
 Property Address: 6212 N. Willow Glen Ln
 City: Glendale

File No.: 13-0491
 Case No.:
 State: WI Zip: 53209

flexmls Web

Page 1 of 1

Statistical Market Analysis

Status	# Listings	List Volume	Sold Volume		List Price	Sold Price	Sale/List Price	Est. Total Sq. Ft.	List Price Per Est. Total Sq. Ft.	Sold Price Per Est. Total Sq. Ft.	Days On Market	Cumulative Days On Market
Active	71	14,872,959	0	Low	84,900	0	0.00	780	72.26	0.00	1	1
				Avg	209,478	0	0.00	1,806	120.34	0.00	75	121
				High	535,000	0	0.00	6,359	170.34	0.00	700	2,153
Pending	8	1,225,400	0	Low	66,000	0	0.00	881	47.83	0.00	8	8
				Avg	153,175	0	0.00	1,555	94.27	0.00	70	226
				High	349,900	0	0.00	2,041	193.10	0.00	149	1,395
Sold	2,632	484,086,875	469,666,056	Low	30,000	25,000	0.58	511	19.45	22.61	1	1
				Avg	183,924	178,445	0.97	1,703	117.64	114.19	74	85
				High	589,900	2,171,750	9.66	5,111	237.09	1,117.16	1,281	1,281
Expired	1,256	265,714,448	0	Low	36,200	0	0.00	765	39.44	0.00	-43	-43
				Avg	211,556	0	0.00	1,776	128.03	0.00	141	167
				High	584,000	0	0.00	5,370	212.46	0.00	849	2,041
Withdrawn	1	164,900	0	Low	164,900	0	0.00	1,259	130.98	0.00	47	47
				Avg	164,900	0	0.00	1,259	130.98	0.00	47	47
				High	164,900	0	0.00	1,259	130.98	0.00	47	47
Overall	3,968	766,064,580	469,666,056	Low	30,000			511	19.45		-43	-43
				Avg	193,061			1,733	121.55		95	112
				High	589,900			6,359	237.09		1,281	2,153

Selection Criteria for Comparable Properties

Search Parameters: Property type Single-Family; Status of 'Active', 'Expired', 'Pending', 'Sold', 'Withdrawn'; County of 'Milwaukee'; Municipality of 'Glendale'.

Fannie Mae 1004MC Statistics

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months
	05/30/2012 - 11/29/2012	11/30/2012 - 03/01/2013	03/02/2013 - 05/30/2013
Total # of Comparable Sales (Settled)	78	35	43
Absorption Rate (Total Sales/Months)	-13.00	11.67	14.33
Total # of Active Listings	66	51	70
Months of Housing Supply (Total Listings / Ab. Rate)	5.08	4.37	4.88
Median Sale & list Price, Dom, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months
Median Comparable Sale Price	165,000	165,000	169,000
Median Comparable Sales DOM	72	68	62
Median Comparable List Price	176,950	179,000	189,900
Median Comparable Listings DOM	174.5	117	56.5
Median Sale Price as % of List Price	96 %	96 %	96 %

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing. Copyright 2013 by Multiple Listing Service, Inc. See copyright notice.

Prepared by Paul R Vozar on Thursday, May 30, 2013 4:09 PM

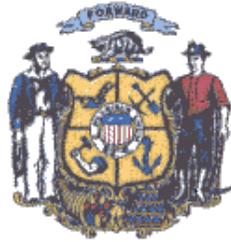
<http://members.mlswis.com/cgi-bin/mainmenu.cgi>

5/30/2013

LICENSE

Client: Milw. County - Real Estate Services
Property Address: 6212 N. Willow Glen Ln
City: Glendale

File No.: 13-0491
Case No.:
State: WI Zip: 53209



State of Wisconsin
Department of Safety and Professional Services

CERTIFIED RESIDENTIAL APPRAISER

PAUL R VOZAR

WEST ALLIS, WI 53214

The person whose name appears on this document has complied with the provisions of the Wisconsin Statutes and holds the credential specified.

Credential No. 196-9

Expiration Date: 12/14/2013

To verify the current status of this credential, use "Lookup a License" at dsps.wi.gov



State of Wisconsin
Department of Safety and Professional Services
Committed to Equal Opportunity in Employment and Licensing

CERTIFIED RESIDENTIAL APPRAISER

No. 196-9

Expires: 12/14/2013

PAUL R VOZAR
PAUL VOZAR
10909 W GREENFIELD AVE
WEST ALLIS WI 53214
UNITED STATES

The person whose name appears on this document has complied with the provisions of the Wisconsin Statutes and holds the credential specified on the front of this card. To verify the current status of this credential, use "Lookup a License" at dsps.wi.gov.

Ch 440.11, Wis Statutes, requires you to notify the Department of a name or address change within 30 days. Please submit corrected information via the web at dsps.wi.gov or by mail to DSPS at PO Box 8935, Madison WI 53708-8935.

**VOZAR APPRAISAL SERVICE INC.
REAL ESTATE APPRAISERS**

File No. 13-0491

***** INVOICE *****

File Number: 13-0491

Mr. David Cialdini
Milw. County - Real Estate Services
2711 West Wells Street, 3rd Floor
Milwaukee, WI 53208

Invoice # :
Order Date : 05/29/2013
Reference/Case # :
PO Number :

6212 N. Willow Glen Ln
Glendale, WI 53209

Appraisal Fee	\$	400.00
	\$	-----
Invoice Total	\$	400.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	400.00

Terms:

Please Make Check Payable To:

VOZAR APPRAISAL SERVICE INC.
10909 W. Greenfield Avenue, Suite 206
West Allis, WI 53214

Fed. I.D. #: 39-1671586

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 21, 2013 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]

3 **GENERAL PROVISIONS** The Buyer, Inna Lebedinsky
4 _____, offers to purchase the Property known as [Street Address] 6212 N Willow Glen Ln
5 _____ in the _____ City
6 of Glendale, County of Milwaukee Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Twenty-Two Thousand, Five Hundred
9 _____ Dollars (\$ 22,500.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 2,250.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or
12 _____

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: none

17 ■ NOT INCLUDED IN PURCHASE PRICE: Seller's personal property.

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.**

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

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

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before June 25, 2013 Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

38 Seller's recipient for delivery (optional): Milwaukee County Real Estate: David Cialdini

39 Buyer's recipient for delivery (optional): Rubins Realty: Eugene Nayzberg

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

41 Seller: (414) 223-1810 Buyer: (262) 240-0722

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

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

47 Delivery address for Seller: 2711 W Wells Street 3rd Floor Milwaukee, WI 53208

48 Delivery address for Buyer: 10624 N Port Washington Rd, Mequon, WI 53092, Suite 201

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

53 E-Mail address for Seller (optional): david.cialdini@milwcnty.com

54 E-Mail address for Buyer (optional): nayzberg@gmail.com

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

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

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than July 31, 2013
117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)
- 127 Current assessment times current mill rate (current means as of the date of closing)
- 128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 130

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

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 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
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are n/a
143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

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

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated none, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
163 _____

164 ----- **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT** -----

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. This is Cash Offer, see attached proof of funds.
166 2. Buyer is aware that subject property is being offered for sale in as is condition.

167 _____
168 _____
169 _____
170 _____
171 _____
172 _____

DEFINITIONS CONTINUED FROM PAGE 2

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

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

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

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

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

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

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

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 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,
 209 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
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 165-172 or 435-442 or in an addendum attached per line 434.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

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

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

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

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

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

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

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 319 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in this
 320 Offer except: _____
 321 _____

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

325 **TITLE EVIDENCE**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
 331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
 332 _____

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

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

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

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 344 **[STRIKE ONE]** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
 345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
 350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
 351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 352 exceptions, as appropriate.

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 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
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached _____ A, D, S, Broker Disclosure _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**
436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] _____ Eugene Nayzberg, Rubins Realty

444 _____ on June 21, 2013

445 (x)  _____ 6/22/13
446 Buyer's Signature ▲ Print Name Here ▶ Inna Lebedinsky Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

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

450 _____ Broker (By) _____

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

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

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

459 This Offer was presented to Seller by [Licensee and Firm] _____

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

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated June 21, 2013, made by Inna Lebedinsky
2 _____ (Buyer), with respect to the Property at 6212 N Willow Glen Ln,
3 Glendale, WI 53209

4 **CAUTION: BUYER MUST INCLUDE CONTINGENCIES IN THIS OFFER FOR ANY TESTS OR INSPECTIONS BUYER CHOOSES TO CONDUCT.**
5 **SPECIFIC ADDENDA ARE AVAILABLE FOR TESTING OR EVALUATION OF PRIVATE WELLS, WELL WATER, SEPTIC SYSTEMS, LEAD-BASED**
6 **PAINT, WETLANDS AND LEAD/ARSENIC PESTICIDES.**

7 **OPTIONAL PROVISIONS** Terms preceded by an open box()are part of this addendum only if marked, such as with an "x." They are not part
8 of this Addendum if marked "n/a" or are left blank.

9 **TESTING CONTINGENCY (includes lines 9-23):** This Offer is contingent upon (Buyer obtaining)(Seller providing) **STRIKE ONE** ("Buyer
10 obtaining" if neither stricken) a current written report from a qualified independent expert documenting the results of the following test(s)
11 conducted pursuant to applicable government or industry protocols and standards (*indicate substances or compounds to be tested, e.g., radon,*
12 *asbestos, mold, etc*): _____, within

13 _____ days of acceptance ("*21" days if left blank*), at (Buyer's)(Seller's) **STRIKE ONE** expense ("*Buyer's" if neither stricken*). This testing
14 contingency shall be deemed satisfied unless Buyer, within five days of the earlier of 1) Buyer's receipt of the testing report(s) or 2) the deadline for
15 delivery of said report(s), delivers to Seller, and to listing broker if Property is listed, a copy of the testing report(s) and a written notice
16 identifying the Defect(s) to which Buyer objects (Notice of Defects). For purposes of this Testing Contingency, Defects (as defined in the Offer) do not
17 include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
18 **Right To Cure:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure ("*Shall" if neither stricken*). If Seller has the right to cure, Seller
19 may satisfy this contingency by: (1) delivering to Buyer, within 10 days of Buyer's delivery of the Notice of Defects to Seller, a written notice
20 stating Seller's election to cure, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a report detailing the work
21 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 testing
22 report(s) and (1) Seller does not have the right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice to Buyer stating that
23 Seller will not cure or (b) Seller does not timely deliver written notice of Seller's election to cure.

24 **CLOSING:** The Parties agree that the closing shall be held at (~~the place selected by Buyer's lender~~) (~~the place selected by Buyer~~)
25 (the place selected by Seller) **STRIKE AND COMPLETE AS APPLICABLE**.

26 **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) **STRIKE TWO** association fee of \$ _____
27 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

28 **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective on the date of closing,
29 provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ _____ and will be paid
30 by (Seller) (Buyer) **STRIKE ONE** ("*Seller" if neither is stricken*) at closing. The warranty plan will be provided by the (listing) (cooperating)
31 **STRIKE ONE** broker ("*listing" if neither stricken*). Buyer is advised that a home inspection may detect pre-existing conditions which may not be
32 covered under the warranty plan.

33 **SURVEY MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("*Seller providing*"
34 *if neither stricken*) a map of the Property prepared by a Wisconsin licensed land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's)
35 **STRIKE ONE** ("*Seller's" if neither stricken*) expense. The map shall identify the legal description of the Property, Property boundaries and
36 boundary line dimensions, visible encroachments, the location of improvements and: _____

37 **STRIKE AND COMPLETE AS APPLICABLE** (Additional map specifications and features may include, but are not limited to: staking all
38 Property corners; specifying how current the map must be; identifying streets, length of street frontage, legal access, length of water
39 frontage, total acreage or square footage, utilities, easements and/or rights-of-way. **CAUTION: Consider the cost and the need for map**
40 **features before selecting them.**) The map shall show no significant encroachment(s) or any information materially inconsistent with any prior
41 representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within 5 days of the earlier of: 1) Buyer's receipt of the map,
42 or 2) the deadline for provision of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice
43 which identifies the significant encroachment or the information materially inconsistent with prior representations.

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

47 **Federal VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** ("*Seller" if neither is stricken*) agrees to pay the entire funding fee not to exceed _____ % (0% if
48 not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

49 **State VA Mortgage:** (Buyer)(Seller) **STRIKE ONE** ("*Seller" if neither is stricken*) agrees to pay the loan origination fee not to exceed _____ %
50 (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

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

53 **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and carefully read both pages of this
54 Addendum. (Initialing below by Seller does not signify acceptance or agreement with the terms of this Addendum.)

55 (X) I.L. 06/21/2013 (X) _____ (X) _____ (X) _____
56 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

57 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's responsibility to make certain
 58 that the Property is in a condition that Buyer finds acceptable. Buyer acknowledges that Buyer has made such inspections, tests,
 59 evaluations and independent inquiries as Buyer deemed necessary concerning the Property and existing and proposed conditions and services in
 60 the surrounding area. Buyer acknowledges that in purchasing this Property, Buyer has relied on Buyer's independent inspection and
 61 analysis of the Property and upon the statements, disclosures and representations contained in this Offer, Seller's property condition report (if any)
 62 and any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this
 63 transaction have made any representations concerning the Property or the transaction other than those stated in, or incorporated by
 64 reference into, this Offer, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real
 65 estate agent offered to verify the accuracy of any of Seller's or any other third party's statements, disclosures or representations contained in this Offer
 66 unless the request is specifically stated in this Offer.

67 ■ **HAZARDOUS SUBSTANCES:** The Parties are aware that newsmedia and other public information sources indicate that asbestos, lead-based paint,
 68 lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water
 69 supplies can cause serious health hazards. Past flooding, water intrusion or leaking or excessive dampness may result in mold growth that may
 70 present health risks. Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold
 71 related problems. Chinese drywall may emit sulfur odors and cause corrosion. Seller represents that, to the best of Seller's knowledge, the
 72 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon
 73 gas, lead, radium, Chinese drywall or other toxic or harmful substances or chemicals, and that there has been no past flooding, water
 74 intrusion, leaking or excessive moisture in the Property. It is recommended that Buyer (a) direct the real estate agents in this transaction to draft
 75 appropriate testing or investigation contingencies and (b) retain appropriate independent experts to test and evaluate the Property with respect to these
 76 substances and situations. See the caution at lines 4-6 and the Testing Contingency at lines 9-23 of this Addendum.

77 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property components of concern
 78 inspected by a Wisconsin registered home inspector and qualified independent inspectors/experts. Real estate agents in this transaction may
 79 furnish a list of qualified, independent inspectors and testers to the Parties. Unless provided in writing, no representation has been made as to
 80 the competency of these inspectors/testers. The Party responsible for obtaining an inspection or test shall be solely responsible for
 81 determining the qualifications of the inspector and tester. If a broker orders any inspection or test on behalf of a Party in this transaction, the Parties
 82 agree to hold the broker harmless for any damages or liability resulting from the inspection or test, other than that caused by the
 83 broker's negligence or intentional wrongdoing.

84 ■ **UNDERGROUND PETROLEUM PRODUCT STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any
 85 petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) on the Property, Seller shall, prior to
 86 closing, have a certified remover close the UST and remove it from the Property in conformance with current federal, state and local UST
 87 regulations, and provide Buyer with documentation, including the certified remover's report, confirming such UST closure at least 5 days prior to
 88 closing. Buyer's purchase of the Property may trigger the requirement to remove any USTs previously filled with water or inert solids and closed in
 89 place. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST is registered and meets all
 90 current state overfill and spill prevention, corrosion protection and operating standards. Buyer shall notify the Department of Commerce of the change
 91 of ownership of any in-use UST within 15 days of closing. Closures of basement heating oil tanks do not require a certified remover and the tank need
 92 not be removed from the site. Find local Commerce tank staff contact information: <http://commerce.wi.gov/ER/ER-BST-StaffStateMap.html>

93 ■ **MUNICIPAL REPORT/ CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned
 94 special assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality in which the
 95 Property is located. This statement shall be provided prior to closing, at Seller's expense. Seller also shall provide, at Seller's cost, any Certificate of
 96 Code Compliance, Occupancy Permit or similar government documentation as may be required under applicable municipal code at or before closing.

97 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal zoning and
 98 building restrictions currently affect the use of the Property, and comprehensive plans, while strictly advisory, may affect the future use or value of
 99 the Property by influencing future development (residential, commercial, transit systems, etc.) in the municipality. Buyer is informed that some
 100 buildings are considered legal non-conforming structures because they no longer conform to current dimensional zoning standards due to
 101 zoning standards and ordinances enacted after the building was constructed. Significant restrictions may limit Buyer's ability to remodel,
 102 repair, replace or enlarge an existing non-conforming structure (consider special hazard insurance if Property is non-conforming). Buyer is
 103 encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if these issues are
 104 material to Buyer's decision to purchase.

105 ■ **INSURANCE ISSUES:** The claims history of the Property, Buyer's credit history (credit score), Buyer's insurance claims history, Buyer's lifestyle
 106 (e.g., large dogs, trampoline, etc.) and the condition of the Property, including the type of electrical service (tube or aluminum wiring, fuses, less than
 107 100 amps) and the hazards described at lines 67-76, may substantially increase Buyer's homeowner's insurance premiums or make the Property
 108 difficult to insure. Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property upon advance notice for
 109 inspections required for Buyer's homeowner's insurance application or policy. Buyer agrees to apply for insurance promptly to ensure insurance
 110 coverage will be in place upon closing. The Parties are advised to contact their insurance agents with questions regarding insurability conditions and costs.

111 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Professional assistance may be required to interpret flood plain, wetlands and shoreland maps. If
 112 Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

113 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE APPROPRIATE IN ALL**
 114 **TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY**
 115 **SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL**
 116 **REGARDING THE PROVISIONS OF THE OFFER AND THIS ADDENDUM.**

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (Offer to Purchase) (~~Listing Contract~~) (~~Buyer Agency Agreement~~)
2 (Other [specify]: _____) the ("Form")
3 [STRIKE AND COMPLETE AS APPLICABLE] dated June 21, 2013, for a
4 transaction relative to the following Property: 6212 N Willow Glen Ln, Glendale, WI
5 53209
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the
10 electronic transmission of the document or notice to the e-mail address specified below for the
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the
15 transaction, as required by federal law.

16 Seller's Initials: _____ Electronic Consent Given: Yes
17 Seller's e-mail address for delivery of electronic documents: _____
18 _____

19 Buyer's Initials: J.L. Electronic Consent Given: Yes
20 Buyer's e-mail address for delivery of electronic documents: innaflebedinsky@yahoo.com
21 _____

22 Listing Broker's Initials: _____
23 Listing Broker's e-mail address for delivery of electronic documents:
24 david.cialdini@milwcnty.com

25 Cooperating Broker's Initials: E.N.
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 nayzberg@gmail.com

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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

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

10 Disclosures and Acknowledgments made with respect to the Property at 6212 N Willow Glen Ln, Glendale, WI 53209
11 _____, Wisconsin.

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

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

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

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

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

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

25 (X) _____
26 (ALL Sellers' signatures)▲ Print Names Here ▶ _____ (Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**
28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)
30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

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

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

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

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

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

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

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

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

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

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

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

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

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

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

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

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

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

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

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

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

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

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

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

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

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

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 (X)  06/21/2013
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Eugene Nayzberg, Rubins Realty (Date) ▲

121 (X) _____ 06/21/2013
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ David Cialdini, Milwaukee County Real Estate (Date) ▲

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

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

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

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

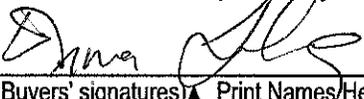
138 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure [if neither struck, Seller shall have the right to
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of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

147 Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 Buyer waives the opportunity for a LBP inspection or assessment.

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

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

155 (X)  6/22/13
156 (ALL Buyers' signatures)▲ Print Names Here ▶ Inna Lebedinsky (Date) ▲
157

BROKER DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
12 prohibited by law (See Lines 55-63).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 55-63).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** none

37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): none

39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
43 withdraw this consent in writing.

44 **List Home/Cell Numbers:** _____

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

48 BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND
49 THAT Eugene Nayzberg and Rubins Realty are working
50 Sales Associate ▲ Firm Name ▲

51 as: (~~Owner's/Listing Broker's Agent~~) (~~Buyer's/Tenant's Agent or Buyer's Broker's Agent~~) **STRIKE ONE** .

52 **SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.**

53 Inna Lebedinsky 06/22/13
54 Signature ▲ Inna Lebedinsky Date ▲ Signature ▲ Date ▲

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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55 **DEFINITION OF MATERIAL ADVERSE FACTS**

56 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that
57 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect
58 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
59 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence
60 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce
61 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
62 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
63 agreement made concerning the transaction.



CASHIER'S CHECK

No. 2066510248

93-38
929

DATE: JUNE 15, 2011

PAY FIVE THOUSAND DOLLARS AND 00 CENTS

\$ 5,000.00

TO THE ORDER OF: INNA LEBEDINSKY

PURPOSE/REMITTER: INNA LEBEDINSKY

Location: 2066 BAY SHORE

U.S. Bank National Association
Minneapolis, MN 55480



AUTHORIZED SIGNATURE

⑈ 2066510248⑈ ⑆ 092900383⑆ 150080235230⑈

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

27288 / W 2358842

GuarantyBank SSB

CORPORATE HEADQUARTERS 414/362-4000
4000 W. BROWN DEER RD. BROWN DEER, WI 53209

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK, N.A.
BUFORD, GA
Br# 8

OFFICIAL CHECK

64-305
811

NO. 12047468

DATE 06/12/2010 AMOUNT

***\$5,000.00**

PAY Five Thousand and 00/100 Dollars

FDIC INSURED

DRAWER: GUARANTYBANK

TO THE ORDER OF

INNA LEBEDINSKY

MP

Purchaser, Signer for Drawer

Re: INNA LEBEDINSKY

⑈ 12047468⑈ ⑆ 061103056⑆ 0160010529364⑈

27288 / IN 2766895

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK, N.A.
BUFORD, GA

OFFICIAL CHECK

64-305
611

Br# 8

NO. 12167839

GuarantyBank SSB

CORPORATE HEADQUARTERS 414/362-4000
4000 W. BROWN DEER RD. BROWN DEER, WI 53209

DATE 6/15/2011 AMOUNT

***\$5,000.00**

PAY
Five Thousand and 00/100 Dollars

FDIC INSURED

DRAWER: GUARANTYBANK

TO
THE
ORDER
OF

INNA LEBEDINSKY



MP

Re: INNA LEBEDINSKY

Purchaser, Signer for Drawer

⑈ 1 2 1 6 7 8 3 9 ⑈ ⑆ 0 6 1 1 0 3 0 5 6 ⑆ 0 1 6 0 0 1 0 5 2 9 3 6 4 ⑈

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27288 / IN 2766895

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK, N.A.
BUFORD, GA

OFFICIAL CHECK

64-305
611

Br# 8

NO. 12167840

GuarantyBank SSB

CORPORATE HEADQUARTERS 414/362-4000
4000 W. BROWN DEER RD. BROWN DEER, WI 53209

DATE 6/15/2011 AMOUNT

***\$5,000.00**

PAY
Five Thousand and 00/100 Dollars

FDIC INSURED

DRAWER: GUARANTYBANK

TO
THE
ORDER
OF

INNA LEBEDINSKY



MP

Re: INNA LEBEDINSKY

Purchaser, Signer for Drawer

⑈ 1 2 1 6 7 8 4 0 ⑈ ⑆ 0 6 1 1 0 3 0 5 6 ⑆ 0 1 6 0 0 1 0 5 2 9 3 6 4 ⑈

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

27288 / IN 2366842

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WACHOVIA BANK, N.A.
BUFORD, GA

OFFICIAL CHECK

64-305
611

Br# 8

NO. 12047465

GuarantyBank SSB

CORPORATE HEADQUARTERS 414/362-4000
4000 W. BROWN DEER RD. BROWN DEER, WI 53209

DATE 6/12/2010 AMOUNT

***\$5,000.00**

PAY
Five Thousand and 00/100 Dollars

FDIC INSURED

DRAWER: GUARANTYBANK

TO
THE
ORDER
OF

INNA LEBEDINSKY



MP

Re: INNA LEBEDINSKY

Purchaser, Signer for Drawer

⑈ 1 2 0 4 7 4 6 5 ⑈ ⑆ 0 6 1 1 0 3 0 5 6 ⑆ 0 1 6 0 0 1 0 5 2 9 3 6 4 ⑈

Approved by the Wisconsin Department of Regulation and Licensing
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Realty Executives Integrity - Grafton
Page 1 of 9, WB-11

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 5, 2013 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Joe Z Li, Yehua Tang
4 _____, offers to purchase the Property known as [Street Address] 6212 N. Willow Glen Lane
5 _____, in the _____ City
6 of Glendale, County of Milwaukee Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: ~~Forty-Three Thousand~~
9 _____ Dollars (\$ 43,000.00).

10 ■ EARNEST MONEY of \$ 2,000.00 accompanies this Offer and earnest money of \$ 2,000.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____

16
17 ■ NOT INCLUDED IN PURCHASE PRICE: _____

18
19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.

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

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

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before June 24, 2013. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

38 Seller's recipient for delivery (optional): David Cialdini Milwaukee County

39 Buyer's recipient for delivery (optional): Tricia Motte Realty Executives Integrity

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (414) 223-1810 414-223-1917 Buyer: (414) 908-9888, 262-375-3377

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

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

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

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

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

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

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

115 **(Definitions Continued on page 4)**

Property Address: 6212 N. Willow Glen Lane, Glendale, WI 53208

116 **CLOSING** This transaction is to be closed no later than 45 days from acceptance
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)
127 Current assessment times current mill rate (current means as of the date of closing)
128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
130

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

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 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
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
143 . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

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

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated none available, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163 _____
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
166 _____
167 _____
168 _____
169 _____
170 _____
171 _____
172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

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

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

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

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

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

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

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

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 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,
209 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
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

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IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
 217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written conv
 218 [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 219 loan commitment as described below, within 45 days of acceptance of this Offer. The financing selected shall be in an
 220 amount of not less than \$ 15,000.00 for a term of not less than 30 years, amortized over not less than
 221 30 years. Initial monthly payments of principal and interest shall not exceed \$ 73.79. Monthly payments may
 222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 224 fee in an amount not to exceed 0 % of the loan. If the purchase price under this Offer is modified, the financed
 225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
 226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.250 %.
 229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ % . The initial interest
 230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 231 year. The maximum interest rate during the mortgage term shall not exceed _____ % . Monthly payments of principal
 232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
 239 **Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan**
 240 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
 241 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
 242 **unacceptability.**

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

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
 248 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
 249 commitment.

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

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

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

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

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

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

343 ~~**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
344 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after~~
345 ~~the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy~~
346 ~~exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap~~
347 ~~coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).~~

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

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410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
 411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
 412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
 413 performing an inspection of _____
 414 _____ (list any Property component(s) to be separately inspected, e.g.,
 415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
 416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
 417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
 418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within 10 days of acceptance, delivers to Seller a copy of the
 422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
 423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
 426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
 428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
 430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 432 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
 433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached A is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

436 _____
 437 _____
 438 _____
 439 _____
 440 _____
 441 _____
 442 _____

443 This Offer was drafted by [Licensee and Firm] Tricia Motte
 444 Realty Executives Integrity on June 22, 2013

445 (x) Joe Z Li 2013-06-22 15:15 GMT
 446 Buyer's Signature ▲ Print Name Here ▶ Joe Z Li Date ▲

447 (x) Yehua Tang 2013-06-22 15:21 GMT
 448 Buyer's Signature ▲ Print Name Here ▶ Yehua Tang Date ▲

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

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

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

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

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

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

GMAR
Use Date: 04-1-13

ADDENDUM A TO OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 06/05/2013 (Offer) made by Joe Z Li, Yehua Tang
2 (Buyer) with respect to the Property at 6212 N. Willow Glen Lane
3 Glendale, Wisconsin (Property).

4 **OPTIONAL PROVISIONS** THE PROVISIONS ON LINES 7-39 AND LINES 178-191 PRECEDED BY AN OPEN BOX () ARE PART OF THIS ADDENDUM
5 IF MARKED SUCH AS WITH AN "X". THEY ARE NOT PART IF MARKED "N/A" OR LEFT BLANK (EXCEPT AS PROVIDED AT LINES 71-73).

6 **CAUTION: Broker recommends Buyer have the Property tested for all conditions that Buyer considers material to the transaction.**
7 **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the
8 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: _____

9 _____
10 (insert tests to be performed, e.g. asbestos, mold, radon, or other substances or conditions which may affect the health of occupants or the value or structure of
11 the Property) within _____ days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** expense ("Buyer's" if neither is stricken). Testing
12 shall be performed by a qualified independent third party. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to
13 Cure lines 40-50.

14 **WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than _____ days
15 ("15" if left blank) prior to closing, a written report dated no earlier than 30 days prior to the date set for closing from a state-certified or other independent qualified
16 lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water systems for safe
17 human consumption relative to the following substances: bacteria (of the Coliform group) and _____

18 _____ (Note: if desired insert other substances
19 that may affect the drinking water safety such as: nitrate, lead, arsenic, etc.) (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for
20 obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All water samples used for testing shall
21 be taken by a licensed plumber or other independent, qualified person. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
22 See Right to Cure lines 40-50. (See DNR Web site: <http://www.dnr.state.wi.us/org/water/dwg/privwellp.htm>).

23 **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 51-54 regarding
24 shared well agreements; see lines 74-76 regarding abandoned well(s) this Offer is contingent upon Buyer receiving no later than _____ days ("15" if left
25 blank) prior to closing a written report(s) dated no earlier than 30 days prior to the date set for closing from a licensed pump installer or a licensed well driller
26 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not
27 disapproved for current use. (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller
28 (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 40-50.

29 **PRIVATE SANITARY SYSTEM (PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)) INSPECTION CONTINGENCY:** If the Property is
30 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than _____ days prior to closing ("15" if left blank) a written report
31 dated no earlier than _____ days prior to the date set for closing ("30" if left blank) from a county code administrator, licensed master plumber, licensed
32 master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils
33 tester, which indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller)
34 **STRIKE ONE** ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be
35 pumped at time of inspection at Seller's expense. Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. See Right to Cure
36 lines 40-50.

37 **CAUTION: Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and
38 county agencies. Additional inspection(s)/testing and ongoing maintenance may be required upon transfer of the Property.**

39 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 7, 14, 24 & 30**

40 Each contingency selected above (testing, well water, well system or private sanitary system (POWTS)) shall be deemed satisfied unless Buyer, within five days of
41 the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to
42 Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects. If Seller was granted the right to cure in a contingency above
43 Seller may satisfy the 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
44 cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior
45 to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have the
46 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
47 election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the
48 current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless
49 otherwise agreed to in writing.

50 **SHARED WELL AGREEMENT** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a
51 copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later
52 than fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorata cost sharing for all parcels included in the
53 Agreement. If the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.

54 **CODE COMPLIANCE/OCCUPANCY** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include rental Certificate of
55 Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete: **CHECK A or B** ("B" if neither is checked)

- 56 A. All work orders required to obtain the above certificate of Code Compliance or Occupancy Permit.
- 57 B. The total of all work orders not to exceed \$ _____ (" \$400" if left blank). Buyer shall pay the balance of the costs of

59 the work orders unless the Buyer delivers written notice to Seller of Buyer's refusal within seven (7) days of Seller's delivery of the work orders to
60 Buyer. Within three (3) days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of Seller's election to declare the Offer
61 null and void. If Seller does not timely deliver said notice to Buyer, Seller shall pay the balance of the total costs of the work orders.

62 NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance certificate for all residential units. Regardless of the
63 municipality in which the Property is located Buyer and Seller agree to contact local municipal officials regarding their obligations under applicable
64 code compliance/registration ordinances.

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

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

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

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

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

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

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

110 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or
111 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank,
112 related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written
113 confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Safety and Professional Services
114 (DSPS) registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close
115 of sale and to comply with applicable DSPS operating requirements (Contact DSPS UST/AST Specialist at 262-275-8759).

116 NOTE: Removal of most residential basement fuel oil tanks is not required under state law.

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

119 **INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and
120 additional promotional materials is obtained from a number of different sources and which has not been independently verified or confirmed by the various real
121 estate brokers and agents who have been and are involved in this transaction. If any particular measurement or data element is important or material to
122 Buyer, Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement. Further, Buyer affirmatively
123 represents and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase
124 by Buyer, Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

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

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

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

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

143 **INSURANCE PROVISIONS**

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

153 • **Electric Service:** Buyer and Seller are aware that if a property has tube or aluminium wiring or if a property's electrical service uses fuses or is less
154 than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker
155 service and may require that any tube or aluminum wiring be replaced with wiring consistent with current code.

156 **FINANCING ISSUES**

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

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

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

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

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

170 **NOTICE:** The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.
171 The Parties acknowledge this requirement may result in an additional cost.

Property address: 6212 N. Willow Glen Lane Glendale Page 4 of 4, GMAR Add. A

172 **WAIVER OF FINANCING CONTINGENCY** If Buyer waives the financing contingency and, within _____ day(s) ("7" if left blank) of the delivery of the notice of
173 the waiver of financing contingency, delivers written verification that Buyer has, at the time of verification, funds sufficient to close, as required by the Offer, Seller
174 agrees to waive Seller's rights under the financing contingency.

175 **FEDERAL VA AND FHA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties executing
176 an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.
177 Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

178 **FEDERAL VA MORTGAGE:** (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed _____ %
179 ("0%" if left blank) of the mortgage amount.

180 **NOTE:** Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.
181 **STATE VA MORTGAGE:** (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the loan origination fee not to exceed _____ %
182 ("0%" if left blank) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

183 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ _____ ("0" if left
184 blank) to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the Offer.

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

186 **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year
187 provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ _____. The cost of the
188 warranty will be paid by the (Seller) (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling)
189 **STRIKE ONE** broker ("listing" if neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under
190 the warranty plan.

191 **ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ _____ ("0" if left blank) per _____.
192 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum
193 Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

Addendum Topic	Label	Addendum Topic	Label
<input checked="" type="checkbox"/> LEAD BASED PAINT	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> OCCUPANCY	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> RENTAL PROPERTY	_____	<input type="checkbox"/> _____	_____

194 **ADDITIONAL CONTINGENCY:** This Offer is contingent upon _____
195 _____
196 _____ on or before _____ . In the event _____
197 _____

200 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 200. Should Buyer fail
201 to notify Seller, Buyer shall be deemed to have waived this contingency.

202 **ADDITIONAL PROVISIONS** _____
203 _____
204 _____
205 _____
206 _____
207 _____
208 _____
209 _____
210 _____
211 _____
212 _____
213 _____
214 _____
215 _____

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

218 **READING/UNDERSTANDING** By initialing below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this
219 Addendum, the Offer and any other documents incorporated into the Offer. Initialing below by Seller does not signify acceptance or agreement with the terms of
220 the Addendum.

221 **ADDENDUM PROVISIONS** Buyer and Seller are advised that this Addendum contains provisions that may not be appropriate in all transactions. No
222 representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are
223 encouraged to consult with their own legal counsel regarding the provisions of the Offer and this Addendum.

2013-06-22 14:57 GMT

2013-06-22 15:21 GMT

224 (X) TM _____ (X) YT _____ (X) _____ (X) _____
225 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

Property Address: 6212 N. Willow Glen Lane, Glendale, WI 53208

116 **CLOSING** This transaction is to be closed no later than 45 days from acceptance
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

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

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

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

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 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
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

143 _____ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

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

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated none available, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163 _____
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

166 _____
167 _____
168 _____
169 _____
170 _____
171 _____
172 _____

Approved by Wisconsin Department of Regulation and Licensing
11-1-09 (Optional Use Date) 3-1-10 (Mandatory Use Date)

Realty Executives Integrity - Grafton

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 06/22/2013 and signed by Buyer Joe Z Li, Yehua Tang
 2 for purchase of real estate at 6212 N. Willow Glen Lane, Glendale WI 53208
 3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
 4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
 5 any other Counter-Offer unless incorporated by reference.]
 6 1.) Line 1 of the Offer to Purchase to read Licensee drafting this offer on June 22, 2013.
 7
 8 2.) Line 28 of the Offer to Purchase regarding Binding Acceptance to read July 17, 2013.
 9
 10 3.) Line 1 of the Addendum A to read Offer to Purchase dated June 22, 2013.
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30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
 31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
 32 making the Counter-Offer on or before July 17, 2013 (Time is of the
 33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
 34 otherwise provided in this Counter-Offer.
 35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
 36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by Tricia Motte Realty Executives Integrity on 06/24/2013
 38 Licensee and Firm ▲ Date ▲

39 Joe Z Li 2013-06-24 18:24 GMT Yehua Tang 2013-06-24 19:25 GMT
 40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
 41 Print name ▶ Joe Z Li Print name ▶ Yehua Tang

42
 43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
 44 Print name ▶ Print name ▶

45 This Counter-Offer was presented by _____ on _____
 46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____
 48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
 49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
 50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
 51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**
 52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: July 1, 2013
TO: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors
FROM: Teig Whaley-Smith, Economic Development Director, Department of Administrative Services
SUBJECT: Memorandum of Understanding with City of St. Francis – 2715 E. Norwich Ave.

REQUEST

The Economic Development Director is requesting approval to enter into a Memorandum of Understanding with the City of St. Francis (“City”) regarding freezing the property tax balance at 2715 E. Norwich Ave. Tax Key No. (584-9972-000) and stopping interest and penalties from accruing on said balance.

BACKGROUND

The City would like to purchase property at 2715 E. Norwich Ave. from the private property owner. The property is contaminated by hazardous substances; and the current owner is delinquent with tax payments. Upon purchasing the property, the City intends to remediate the contamination and market the property for redevelopment. This particular property will not be foreclosed upon by the County because of the contamination.

In order for the City to take the proactive step of purchasing the property, it requests the County agree to freeze the interest and penalties from accruing on then current outstanding tax balance. In turn, the City will redevelop the property and pay the County the back taxes by the earlier of three (3) years from the date it acquired the property or upon the sale of the property.

Wisconsin statute section 75.105 provides for the cancellation of all or a portion of delinquent real property taxes, including interest and penalties, on property contaminated by hazardous substances, upon meeting certain conditions. Some of those conditions include, but are not limited to, the issuance of a tax certificate on property for nonpayment of taxes and that the owner of property or another responsible person or entity enters into an agreement with the WDNR to clean up the property.

RECOMMENDATION

Approval is recommended to allow the County Treasurer to freeze the property tax balance and to stop interest and penalties from accruing on said balance when the conditions of Wis. Stat. § 75.105 have been met; and for the Economic Development Director to memorialize this agreement in a Memorandum of Understanding.

Teig Whaley-Smith
Economic Development Director, Department of Administrative Services

cc: Chris Abele, County Executive
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor David Bowen, Vice Chair, ECD Committee
Supervisor Willie Johnson, Jr., ECD Committee
Supervisor Michael Mayo, Sr., ECD Committee
Supervisor James (Luigi) Schmitt, ECD Committee
Supervisor Steve F. Taylor, ECD Committee
Supervisor Khalif Rainey, ECD Committee
Jessica Janz-McKnight, County Board Research Analyst
Don Tyler, Director, Department of Administrative Services
Julie Esch, Director of Operations, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, Office of the County Executive
Paul Kuglitsch, Corporation Counsel
Jill Didier, Economic Development Coordinator
David Cialdini, Economic Development Real Estate Agent
Barbara Pariseau, Senior Executive Assistant, DAS

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(ITEM NO.) From the Director, Department of Administrative Services – Economic Development Division, requesting authorization to enter into a Memorandum of Understanding with the City of St. Francis for cooperative remediation and redevelopment of environmentally impaired property.

A RESOLUTION

WHEREAS, Milwaukee County (“County”) has taxes owed against certain real property located in the City of St. Francis (“City”) at 2517 E. Norwich Ave. (Tax Key No. 584-9972-000) and legally described as follows:

COM ON W LI & 1753.84FT. N OF SW COR OF NE1/4 SEC 22-6-22 TH E 537FT. N TO C/L OF E NORWICH AVE. W ON SD (the “Property”); and

WHEREAS, upon information and belief the Property is blighted and environmentally impaired and the County and the City desire to cooperate for the purpose of eliminating its status as a blighted environmentally impaired property; and

WHEREAS, the Property is being purchased by the City for purposes of remediation of contamination and subsequent sale for redevelopment; and

WHEREAS, the City understands, acknowledges and agrees that, upon conveyance of the Property, the City assumes all environmental liability associated with the Property; and

WHEREAS, the City further understands, acknowledges and agrees that, upon conveyance of the Property, the City assumes responsibility for the full-outstanding tax balance, including delinquent taxes, special taxes, assessments and utilities, as well as accrued interest and penalty costs; and

WHEREAS, Section 75.105 Wis. Stats. authorizes the governing body of a county to cancel all or a portion of the unpaid real property taxes plus interest and penalties on those taxes on property contaminated by hazardous substances for which a tax certificate has been issued, among other conditions; and

WHEREAS, the City requests of the County that it freezes all accruing interest and penalties associated to the then current tax balance related to the Property when the conditions enumerated in Section 75.105(2) Wis. Stats. have been met; and

43 WHEREAS, the City agrees to pay the then full-outstanding tax balance by the earlier
44 of three (3) years from the date it acquired the Property or upon the sale of the Property;
45 now, therefore,

46
47 BE IT RESOLVED, that the Milwaukee County Board of Supervisors authorizes the
48 County Treasurer to freeze all accruing interest and penalties associated to the then current
49 tax balance related to the Property when the statutory conditions have been met; and

50
51 BE IT FURTHER RESOLVED, that the Director, Department of Administrative
52 Services – Economic Development Division, is authorized to enter into a Memorandum of
53 Understanding with the City of St. Francis regarding the Property, contingent upon review
54 and approval by Corporation Counsel.

55
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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 1, 2013

Original Fiscal Note x

Substitute Fiscal Note

SUBJECT: Authorization to enter into a Memorandum of Understanding with the City of St. Francis regarding freezing the property tax balance at 2715 E. Norwich Ave. and stopping interest and penalties from accruing on said balance.

FISCAL EFFECT:

- | | |
|---|---|
| <p>X No Direct County Fiscal Impact</p> <p style="padding-left: 40px;"><input type="checkbox"/> Existing Staff Time Required</p> <p><input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)</p> <p style="padding-left: 40px;"><input type="checkbox"/> Absorbed Within Agency's Budget</p> <p style="padding-left: 40px;"><input type="checkbox"/> Not Absorbed Within Agency's Budget</p> <p><input type="checkbox"/> Decrease Operating Expenditures</p> <p><input type="checkbox"/> Increase Operating Revenues</p> <p><input type="checkbox"/> Decrease Operating Revenues</p> | <p><input type="checkbox"/> Increase Capital Expenditures</p> <p><input type="checkbox"/> Decrease Capital Expenditures</p> <p><input type="checkbox"/> Increase Capital Revenues</p> <p><input type="checkbox"/> Decrease Capital Revenues</p> <p><input type="checkbox"/> Use of contingent funds</p> |
|---|---|

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.
 - A. Approval of the resolution will allow Milwaukee County to enter into a Memorandum of Understanding with the City of St. Francis.
 - B. There are no direct costs, savings, or anticipated revenues associated with this request.
 - C. There are no budgetary impacts associated with this proposed actin in the current year or in subsequent years.
 - D.

Department/Prepared By Jill Didier, Economic Development

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes x No

Did CDBP Review?² Yes X No X Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2013, by and between the COUNTY OF MILWAUKEE, Wisconsin, (the “County”) and the CITY OF ST. FRANCIS, Wisconsin, (the “Authority”), both municipal corporations. Referenced together, the County and the Authority are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, the County has taxes owed against certain real property located at 2517 E. Norwich Ave. (Tax Key No. 584-9972-000) and legally described as follows:

COM ON W LI & 1753.84FT. N OF SW COR OF NE1/4 SEC 22-6-22 TH E 537FT. N TO C/L OF E NORWICH AVE. W ON SD

(the “Property”); and

WHEREAS, upon information and belief the Property is blighted and environmentally impaired and the Parties desire to cooperate for the purpose of eliminating its status as a blighted environmentally impaired property; and

WHEREAS, pursuant to Wis. Stat. § 75.105, the governing body of a County has authority to cancel all or a portion of delinquent real property taxes, including interest and penalties, on property contaminated by hazardous substances.

NOW THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

PROVISIONS:

1. The Authority shall acquire the Property from its current owner through quitclaim deed and in consideration of the sum of one dollar (\$1.00).
2. The Authority understands, acknowledges and agrees that, upon conveyance of the Property, the Authority assumes all environmental liability associated with the Property.
3. The Authority further understands, acknowledges and agrees that, upon conveyance of the Property, the Authority assumes responsibility for the full-outstanding tax balance, including delinquent taxes, special taxes, assessments and utilities, as well as accrued interest and penalty costs.

4. The County agrees to freeze all accruing interest and penalties associated to the then current tax balance related to the Property when the conditions enumerated in Section 75.105(2) Wis. Stats. have been met.
5. After conveyance, the Authority shall immediately and without delay begin remediating the Property at the Authority's sole cost and expense.
6. After remediating the Property to the satisfaction of the Wisconsin Department of Natural Resources or any other governmental authority having jurisdiction over the Property, the Authority shall market the Property to the public for sale and redevelopment.
7. The Authority shall pay the County the full-outstanding tax balance, including delinquent taxes, special taxes, assessments and utilities, as well as accrued interest and penalty costs, which were due at the time of conveyance, by the earlier of three (3) years from the date it acquired the Property or upon the sale of the Property.
8. Time is of the essence with respect to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

COUNTY OF MILWAUKEE

By: _____ Date: _____
 Teig Whaley-Smith, Economic Development Director

CITY OF ST. FRANCIS

By: _____ Date: _____
 Name:
 Title:

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____
 Corporation Counsel

By: _____ Date: _____
 Risk Management

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: July 1, 2013

TO: Supervisor Patricia Jursik, Chair, Economic & Community Development Committee

FROM: Teig Whaley-Smith, Economic Development Director, Department of Administrative Services

SUBJECT: Downtown Transit Center Update

REQUEST

There is no request at this time; this report is for informational purposes only.

BACKGROUND

At the April 15, 2013 ECD Committee meeting a request was made that Economic Development staff ("ED Staff") prepare a monthly written report on the Status of Negotiations with Barrett Visionary Development ("BVD"), using resolution 12-633 as a guidepost ("Resolution"). The text of the resolution is repeated below in italics, with the respective update below.

- 1. Develop a plan to incorporate the components of the Park East Redevelopment Compact (PERC) into the development agreement in order to provide additional sustainable community benefits that includes disadvantaged business opportunities and verified best faith efforts to employ Milwaukee County racial minorities and women in the project.*

In the last month, ED Staff has met frequently with BVD to move negotiations forward. Meetings have been scheduled for every other week in order to move negotiations forward. BVD was successful in meeting similar workforce goals in its previous projects and intends to do the same on this project.

- 2. Identify or develop an element of public attraction within the proposed development and ensure the project does not compete with public use facilities near the site.*

Current plans include public access across Lincoln Memorial Drive, public access throughout the elevated first floor, public parking and other public attractions that do not compete with public use facilities near the site.

- 3. Advise the Committee on Economic and Community Development on the appraised value of the site with the understanding that the County Board expects to receive fair market value for the property.*

ED staff has received an appraisal. The appraisal, together with demolition, environmental remediation, other cost estimates, and public benefits negotiated will be used to establish a purchase price. More detailed demolition costs are being gathered.

4. *Work with the Parks Director and the Wisconsin Department of Natural Resources to determine if any portion of the development site is in conflict with the lakebed public trust doctrine.*

The State of Wisconsin has specified that the development site and other applicable sites west of the 1913 line are "not part of the lake bed of Lake Michigan" (Wis. Stats. Sec. 30.2038).

5. *Prepare written reports for each monthly meeting of the Committee on Economic and Community Development on the status of the negotiations with Barrett Visionary Development with the understanding that the committee may, at its discretion, direct that a Request for Proposal (RFP) process be initiated if negotiations do not progress.*

This report is designed to meet this requirement.

RECOMMENDATION

There is no recommendation at this time; this report is for informational purposes only.

Teig Whaley-Smith
Economic Development Director, Department of Administrative Services

cc: Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Economic and Community Development Committee Members
Don Tyler, Director, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, County Executive's Office
Julie Esch, Director of Operations, DAS
Barbara Pariseau, Senior Executive Assistant, DAS

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: July 1, 2013

TO: Supervisor Patricia Jursik, Chair, Economic & Community
Development Committee

FROM: Teig Whaley-Smith, Economic Development Director, Department of
Administrative Services

SUBJECT: Status of Excess Property Sales (Informational 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 report for period beginning June 1, 2013 and ending June 30, 2013.

cc: Chris Abele, County Executive
Marina Dimitrijevic, County Board Chairwoman
Economic and Community Development Committee Members
Don Tyler, Director, Department of Administrative Services
Amber Moreen, Chief of Staff, Office of the County Executive
Raisa Koltun, Director of Legislative Affairs, County Executive's Office
Julie Esch, Director of Operations, DAS
David Cialdini, Economic Development Real Estate Agent
Barbara Pariseau, Senior Executive Assistant, DAS

REAL ESTATE SERVICES SECTION

REVENUE STATUS REPORT
Period ending June 30, 2013

CLOSED PROPERTIES

Property	Committee Date	Closed	Gross Sale Proceeds
North of 8310 South 100 th Street, Franklin		January 2013	\$ 3,750.00
2254 South 75 th Street, West Allis		January 2013	\$ 26,900.00
UWM Innovation Park – Release of Mortgage for ABB		March 29, 2013	\$ 225,000.00
		TOTAL	\$ 255,650.00
2013 Budget			\$ 400,000.00

PENDING PROPERTY CLOSINGS

Property	Committee Date	Pending Closing	Gross Sale Proceeds
Block 6E, Park East Development	April 3, 2006	2013	\$ 406,000.00 ¹
		TOTAL	\$ 406,000.00

GENERAL PROPERTY STATUS

Property	Date made available	Status	Asking Price
5414-22 South Packard Avenue, Cudahy	June 12, 2006	Available for sale	\$ 35,000.00
3618 East Grange, Cudahy	August 11, 2009	Available for sale	\$ 4,900.00
3749 East Squire, Cudahy	June 21, 2001	Available for sale	\$ 16,900.00
8450 West Beatrice Ct., Milwaukee	August 8, 2008	Available for sale	\$ 375,000.00 ²
3802 East Cudahy Avenue, Cudahy	March 11, 2010	Available for sale	\$ 18,900.00
9074 S 5 th Ave, Oak Creek	February 12, 2010	Available for sale	\$ 28,900.00
6212 N Willow Glen Ln, Glendale	June 13, 2013	Available for sale	\$ 45,000.00

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

2. Net proceeds to Federal Transit Administration or Future Transit Capital Project

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

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