

YEAR 2035 REGIONAL HOUSING PLAN FOR SOUTHEASTERN WISCONSIN



NEWSLETTER 5

PLAN SUMMARY

JUNE 2013

EXECUTIVE SUMMARY

On March 13, 2013, the Southeastern Wisconsin Regional Planning Commission adopted a new Regional Housing Plan. The plan has a design year of 2035 and represents a major element of the evolving comprehensive plan for the Southeastern Wisconsin Region. This newsletter provides a summary of the planning process and the major findings and recommendations of the new Regional Housing Plan.

The report documenting the new housing plan is being provided to each County and local government in the Region and to all concerned local, areawide, State, and Federal agencies. The Commission is requesting that each of the concerned agencies and units of government review the regional housing plan, and consider endorsement and integration of the recommendations of the plan into their planning, regulatory, and other activities related to the development and redevelopment of housing and land use, particularly community comprehensive plans and zoning ordinances.

The focus of the housing plan is to encourage the provision of an adequate supply of affordable housing for all current residents and the anticipated future population of the Region through the plan design year 2035. Implementing the plan recommendations will benefit current and future residents of the Region by helping to:

- Provide housing affordable to all residents of the Region, with a focus on housing affordable to the existing and projected workforce;
- Reinforce the need for improved and expanded public transit in Southeastern Wisconsin;
- Provide enough subsidized and tax credit housing to meet the needs of very low-income households, and help address the problem of dilapidated, substandard, and unsafe housing in the Region;
- Better meet the existing and future need for accessible housing for persons with disabilities;
- Reduce the concentration of minorities in the Region's central cities; and
- Promote more economical development and the preservation of farmland.



New townhomes constructed in downtown West Bend with Low Income Housing Tax Credit (LIHTC) financing.



New single-family homes for low- and moderate-income homebuyers in the Lincoln neighborhood provided through the City of Kenosha Home Ownership Program.

PLANNING PROCESS

SEWRPC is the areawide public planning agency for the Southeastern Wisconsin Region, which includes Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha Counties. The Commission's planning under State law is advisory, and addresses land use and infrastructure, including transportation, water quality, water supply, parks and open space, and floodplain management. The Commission exists to help the seven counties and 147 cities, villages, and towns in the Region consider issues and problems that may require the cooperation of multiple county and local governments for sound resolution.

Preparation of the regional housing plan was undertaken in response to requests from local governments and concerns that some areas of the Region do not offer enough housing options to meet housing needs. A 29-member Committee appointed by the Regional Planning Commission provided oversight and input throughout the preparation of the plan. The Advisory Committee included representatives from local, county, and State governments; housing advocacy organizations; home builders and realtors; and research and policy institutions. Members of the Advisory Committee are listed on page 2.

SEWRPC REGIONAL HOUSING PLAN ADVISORY COMMITTEE

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Special acknowledgment is due Mr. George E. Melcher, retired Director of the Kenosha County Planning and Development Department, and Mr. Michael Hoeft, retired City Planner for the City of Waukesha, who served on the Advisory Committee during much of the planning process.

The Commission also provided many opportunities for members of the public to participate in the planning process, including three series of public meetings at key points during the planning process. At least one meeting was held in each County, with three in Milwaukee County, during each series of meetings. Additional outreach was undertaken throughout the planning process through newsletters and shorter English and Spanish language brochures and bulletins; the SEWRPC website; and presentations to local government officials, housing advocacy groups, and at various conferences and other events. SEWRPC staff also had ongoing contact with groups across the Region representing the interests of minority and low-income populations and persons with disabilities, which provided numerous opportunities for input during preparation of the plan.

The Commission contracted with UW-Milwaukee to conduct a socio-economic impact analysis of the preliminary plan recommendations to evaluate the potential impacts of the plan on environmental justice populations, specifically, minority and low-income populations and persons with disabilities. The analysis concluded that none of the plan recommendations would be expected to have negative impacts on environmental justice populations. Of the 47 preliminary recommendations, 44 recommendations would be expected to have a significantly positive or positive impact on environmental justice populations, and three preliminary recommendations would have no impacts. A significantly positive impact finding means that environmental justice populations are likely to receive a greater proportion of benefits from the recommendation than the regional population as a whole. A positive impact finding means that environmental justice populations are likely to receive benefits from the recommendation in proportion to the regional population as a whole.

Inventories and Analyses

A number of inventories and analyses were conducted as part of the planning work to gain an understanding of the existing housing situation, the trends of change in that situation, and the factors influencing those trends. Inventories and analyses were conducted relating to new housing development, housing discrimination, the balance between jobs and housing, the availability of housing accessible to persons with disabilities, and the existing subsidized housing stock. These analyses were then used to develop the recommended housing plan for the Region.

Sub-regional housing analysis areas (sub-areas) were identified early in the planning process to assist in data collection and analysis. The factors used in determining sub-area boundaries included 2010 municipal boundaries and census tracts, existing and potential sanitary sewer and public water supply service areas, existing and potential areas served by transit, travel patterns centered on major commercial and industrial land use concentrations, and natural and manmade barriers such as environmental corridors and major transportation corridors.

PLAN VISION AND OBJECTIVES

Early steps in the planning process included defining the regional housing problem and developing objectives and standards to address each component of the housing problem. The housing objectives address housing affordability, subsidized and tax credit housing, accessible housing for persons with disabilities, fair housing, job/housing balance, and development practices. The Advisory Committee also developed a vision statement for the future development of housing in the Region, which provided a framework for preparation of the plan:

“Provide financially sustainable housing for persons of all income levels, age groups, and special needs throughout the entire Southeastern Wisconsin Region.”

MAJOR PLAN FINDINGS AND RECOMMENDATIONS

Provide Housing Affordable to all Residents of the Region

Safe and decent housing should be available to all residents of the Region. Housing fulfills a basic human need for shelter and protection from the elements, and safe and decent housing can provide a sense of mental well-being and security that contributes to a healthy society. The private housing market provides ample options for households with higher incomes. The regional housing plan therefore focuses on housing for lower- and moderate-income households. An analysis of median annual household incomes and housing costs in the Region determined that:

- Housing subsidized by the government, tax credit housing, or housing developed by nonprofit or faith-based organizations would likely be necessary to provide decent and affordable housing for households with incomes less than 50 percent of the Region's median income (less than \$26,940). Over 187,000 households, or just under 24 percent of households in the Region, have incomes of 50 percent or less than the Region's median income.
- Households with incomes between 50 and 80 percent of the Region's median income (\$26,940 to \$43,104 per year) would likely be able to afford higher-density multi-family housing at market (non-subsidized) rents. About 127,000, or 16 percent of Region households, fall within this income category.
- Households with incomes between 80 and 135 percent of the Region's median income (\$43,104 to \$72,737 per year) would likely be able to afford market-rate multi-family rents or modest single-family housing. About 191,000, or just over 24 percent of Region households, fall within this income category.
- Households with incomes more than 135 percent of the median income (more than \$72,737 per year) would be able to afford a variety of market-rate housing. Just over a third, or about 277,000 of Region households, fall within this income category.

Figure 1

POTENTIAL HOUSING NEED

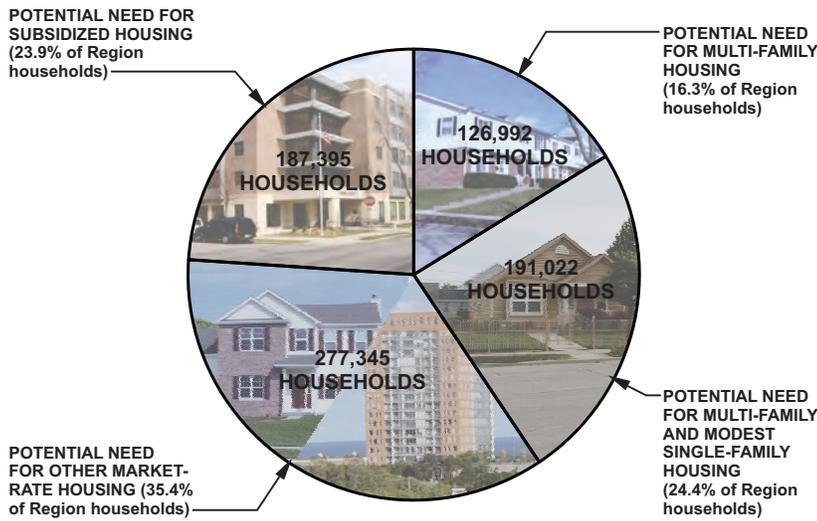


Figure 1 summarizes the potential need for various types of housing based on the analysis of household income and housing costs.

The regional housing plan recommends that local governments with sanitary sewer service review their comprehensive plans and zoning ordinances, and change the plans and ordinances if necessary, to address the need for additional affordable housing for lower- and moderate-income households. Comprehensive and neighborhood plans and zoning ordinances should encourage a variety of housing types in urban neighborhoods, including apartments, townhomes, duplexes, small single-family homes and lots, and live-work units. Specifically, the plan recommends that community plans and ordinances allow for the development of multi-family housing at a density of at least 10 housing units (apartments) per acre, and allow two-bedroom apartments to be 800 square feet or smaller, to provide market-rate (nonsubsidized) housing for households with incomes between 50

and 80 percent of the Region median income (\$26,940 to \$43,104). The plan also recommends that communities allow the development of new single- and two-family homes at densities equivalent to lots of 10,000 square feet or less, with homes sizes less than 1,200 square feet, to accommodate market-rate housing affordable to households with incomes between 80 and 135 percent of the Region median income (\$43,104 to \$72,737).

Housing plan recommendations for affordable multi-family and higher-density single- and two-family development are directed to cities, villages, and towns with existing or planned sanitary sewer service, because higher-density residential development is generally not appropriate on private wells and septic systems. Communities with sewer service that have adopted zoning regulations that may restrict the development of affordable housing are shown on Maps 1 and 2.

The plan also recommends that County and local governments consider establishing programs and ordinances to stabilize and improve established neighborhoods with the intent of maintaining the quality and quantity of existing lower- and moderate-cost housing stock. Examples of programs and ordinances include property maintenance ordinances, weatherization and lead paint abatement programs, and use of Community Development Block Grant (CDBG) and other funding to assist low- and moderate-income households in making needed home repairs. Funds should also be provided to assist landlords in making needed repairs to apartments that would be affordable to low- and moderate-income tenants.

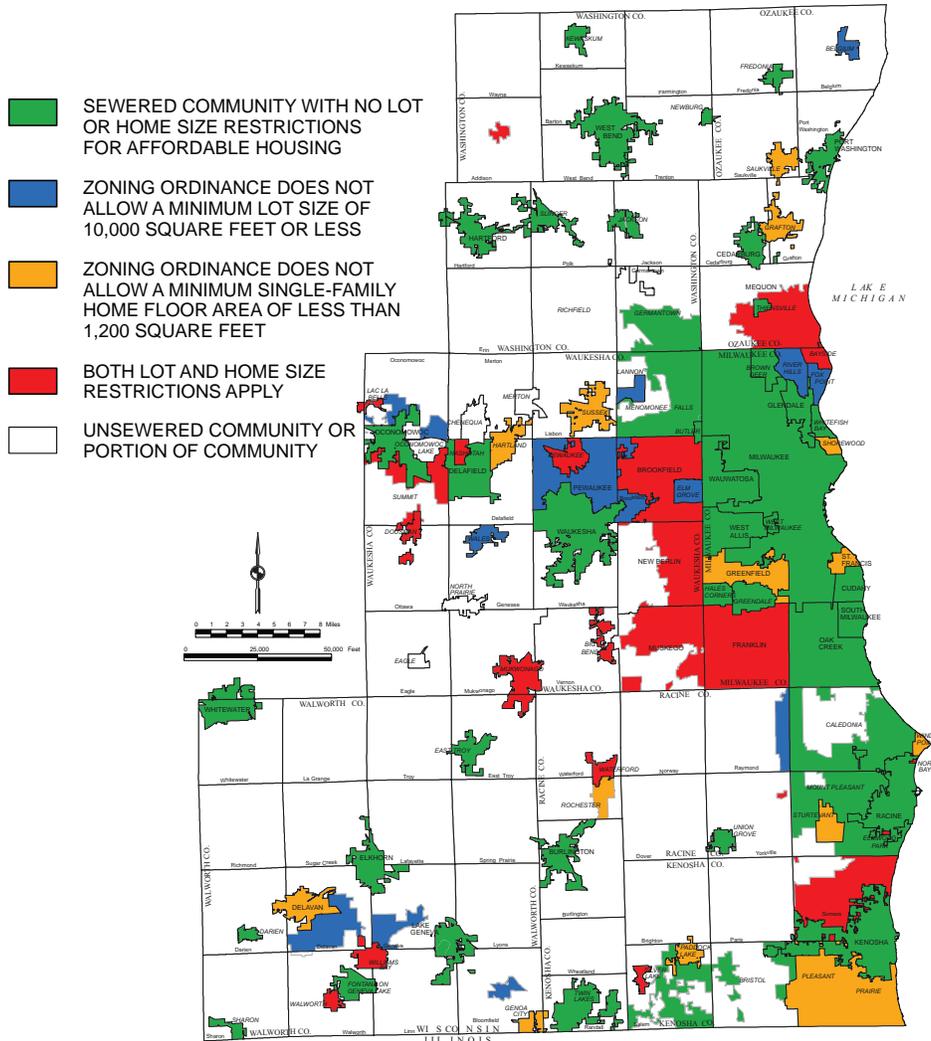


New two-bedroom single-family home with 1,080 square feet in the Village of Mount Pleasant.

All cities, villages, and towns are encouraged to review requirements that apply to new housing development to determine if changes could be made that would reduce the cost of development without compromising the safety, functionality, and aesthetic quality of new development. For example, communities could limit zoning ordinance restrictions on the size and appearance of housing by reducing or eliminating requirements for masonry (stone or brick) exteriors or minimum home sizes of 1,200 square feet or more in all single-family and two-family residential zoning districts. Subdivision ordinances could be reviewed to determine if street widths could be reduced to provide savings in street construction and maintenance costs while still providing appropriate traffic-carrying capacity.

Map 1

SEWERED COMMUNITIES WHERE RESIDENTIAL ZONING DISTRICT MINIMUM LOT SIZE AND/OR MINIMUM FLOOR AREA REQUIREMENTS MAY RESTRICT AFFORDABLE SINGLE-FAMILY HOUSING: 2012



Source: Community Zoning Ordinances and SEWRPC.

Housing costs for the modest housing recommended by the plan would meet the guideline established by the U.S. Department of Housing and Urban Development (HUD) that housing costs should not exceed 30 percent of household income. A similar standard is used by banks when considering loans for private mortgages. Currently, 36 percent of households in the Region pay more than 30 percent of their incomes for housing, including about 15 percent of households that spend more than 50 percent of their income on housing. Over two-thirds of the households with high housing costs are low- and moderate-income households.

Provide Affordable Workforce Housing Near Job Centers

Concerns have been raised by business groups, employers, and communities as to whether housing appropriate for the workforce essential to the Region's existing and future employers is being provided. For existing businesses to maintain their presence and consider expansion, and to have the potential to attract new business and industry, it is essential to have the necessary workforce located in proximity and accessible to existing and potential future business and industry. These concerns underscore the importance of having affordable workforce housing located in sub-areas with major employers and in sub-areas where communities have planned for future job growth.

An analysis was conducted as part of the housing plan to help determine the balance between job wages and housing costs in each sub-area. The projected job/housing balance analysis was limited to areas planned by local governments to be provided with sanitary sewer service by 2035, because the primary concern addressed by the analysis is determining if communities with a significant amount of existing and/or planned land uses that accommodate jobs have also planned for suitable workforce housing. Local governments in portions of the Region that are not served by sanitary sewer typically do not designate extensive areas for commercial and industrial land uses or medium to high density residential land uses, which would accommodate jobs and affordable housing, respectively.

The job/housing balance analysis was based on an analysis of community comprehensive plans to determine the number and type of jobs and housing units that could be expected to be developed by the year 2035. The number of jobs in 2035 was based on the number of jobs in 2010 and a determination of the potential number of additional jobs that could be accommodated in vacant areas designated by sewered communities for commercial, industrial, and institutional uses in local comprehensive plans. Jobs were classified as lower-, moderate-, or higher-wage jobs based on the annual average wage and the percentage distribution of the jobs in each sub-area in 2010, using 17 general classifications (such as retail, manufacturing, and professional/scientific, for example).

The number of housing units was based on the number of housing units in 2010 in each sewered community and a determination of the potential number of additional units that could be accommodated in vacant areas designated for residential use in local comprehensive plans. General housing cost categories were based on the density and housing type that would be allowed by the comprehensive plan. Housing that would be permitted at densities equivalent to one home per 6,000 square feet or less of lot size were assumed to be lower-cost housing, and typically would include multi-family housing, two-family housing, and mobile homes. Housing at densities equivalent to one home per 6,000 to 10,000 square feet of lot size were assumed to be moderate-cost housing, which typically would include two-family and smaller single-family homes. Housing at densities equivalent to lot sizes of more than 10,000 square feet were assumed to be higher-cost housing. Higher-cost housing would typically be single-family homes.

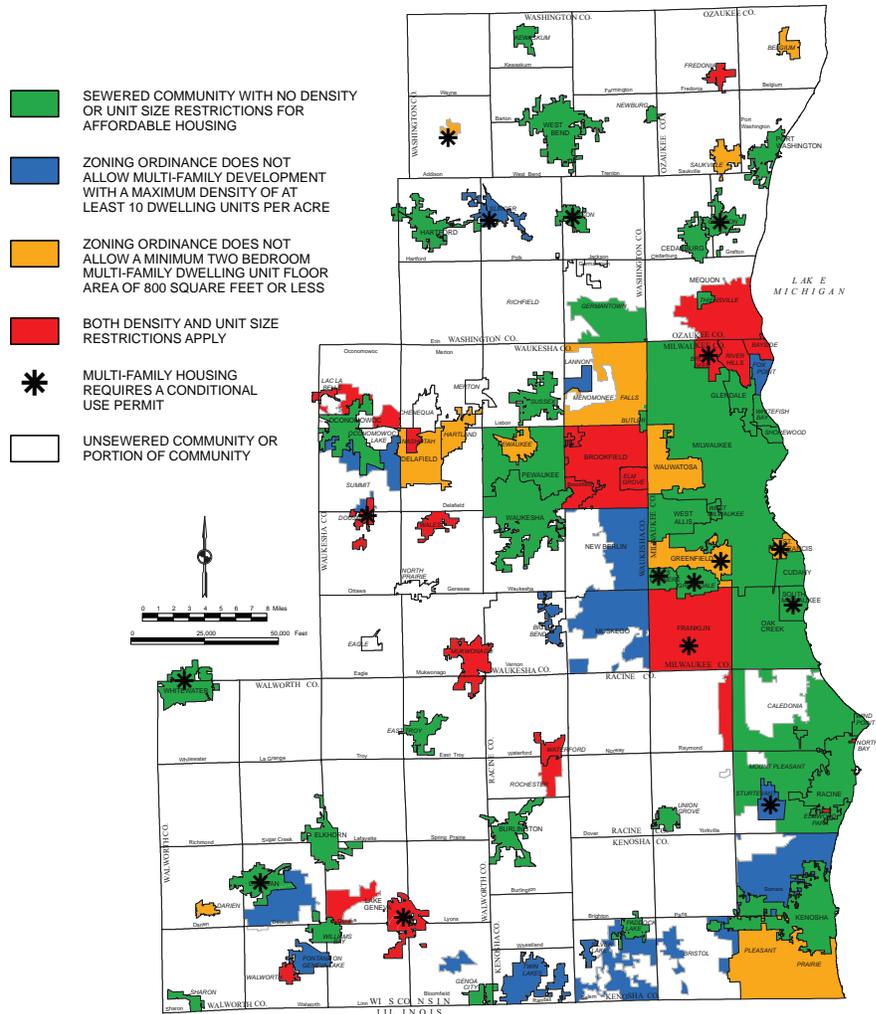
Map 3 summarizes the results of the regional job/housing balance analysis. A lower-cost job/housing imbalance is a sub-area projected to have a higher percentage of lower-wage jobs than lower-cost housing. A moderate-cost job/housing imbalance is a sub-area projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

The analysis was necessarily based on a number of assumptions and generalized data for each community due to the regional scope of the analysis. In addition, information for some sewered communities was combined based on sub-areas identified early in the planning process, which combined certain communities based in part on the concentration of major commercial and industrial land uses. Individual sewered communities in a sub-area identified as having a job/housing imbalance may have a balance between jobs and housing. SEWRPC will update the analysis in the near future to determine the job/housing balance in each sewered community.

The housing plan recommends that sewered communities in sub-areas identified as having an imbalance between job wages and housing costs conduct a more detailed analysis based on specific conditions in their community as part of their comprehensive plan updates. The local analysis could consider, for example, specific housing values based on local assessment data. If the local analysis confirms an existing or future job/housing imbalance, it is recommended that the local government consider changes to the comprehensive plan that would provide housing appropriate for people holding jobs in the community,

Map 2

SEWERED COMMUNITIES WHERE RESIDENTIAL ZONING DISTRICT MAXIMUM DENSITY AND/OR MINIMUM FLOOR AREA REQUIREMENTS MAY RESTRICT AFFORDABLE MULTI-FAMILY HOUSING: 2012



Source: Community Zoning Ordinances and SEWRPC.



Apartment building along the Fox River in the City of Burlington constructed with Low Income Housing Tax Credit (LIHTC) financing.



Former Amity Leather Products Company factory in the City of West Bend converted to apartments using Low Income Housing Tax Credit (LIHTC) and historic preservation tax credits.

thereby supporting the availability of a workforce for their community's businesses and industries. Additional multi-family housing is recommended in communities where the local analysis indicates a shortage of lower-cost housing in relation to lower-wage jobs. Additional modest single-family housing is recommended in communities where the local analysis indicates a shortage of moderate-cost housing in relation to moderate-wage jobs.

Economic Development in Economically Challenged Areas

The job/housing balance analysis was based on job wages and housing costs in sewerred communities within each sub-area, and did not consider the number of jobs that might be held by residents from outside the sub-area, or the employment status of residents in each sub-area. Other analyses conducted as part of the housing plan determined that households in several sub-areas with a job/housing balance have high housing cost burdens despite having ample supplies of lower-cost housing and good-paying jobs. Higher household incomes and/or additional subsidized housing will be necessary to decrease high housing cost burdens in these economically challenged areas.

An overlay on Map 3 indicates those sub-areas where additional subsidized housing is recommended to address a need for affordable housing for low-income households. More than 25 percent of the households in sub-areas 13-16 (City of Milwaukee), 18 (Cudahy/St. Francis/South Milwaukee), 30 (City of Racine), and 34 (City of Kenosha) have incomes less than 50 percent of the Region median income. The housing plan also recommends increased economic development, job training, and education efforts to increase household incomes and decrease housing cost burdens in economically challenged areas.

Reinforce the Need for Improved and Expanded Public Transit in Southeastern Wisconsin

In addition to recommending a balance between housing costs and job wages in each sub-area, the housing plan recommends improving transit connections between areas of existing affordable housing and job locations. The Region's central cities have substantial concentrations of unemployed and under-employed individuals and low-income households. In many communities surrounding these central cities, there are significant job concentrations. A portion of these jobs pay moderate and lower wages, and many of these communities lack the modest single-family and multi-family housing which would be affordable to those earning moderate and lower wages. Many of these

communities also lack public transit service, even though in many instances they are immediately adjacent to the Region's public transit systems. Expansion of public transit service to these communities, in accordance with the recommendations of the regional transportation plan, will assist in providing employers with the necessary workforce, and will link moderate and lower income individuals with jobs in communities with limited supplies of affordable housing.



Olga Village was a joint venture by the United Community Center and the Housing Authority of the City of Milwaukee to provide affordable apartments for senior citizens. The building includes energy-efficient features, including a green roof and geothermal heating and cooling.



A new duplex and a second nearing completion on a redevelopment site in the City of Waukesha. Construction of the duplexes was sponsored by Habitat for Humanity.



Recently redeveloped portion of the Westlawn public housing development by the Housing Authority of the City of Milwaukee. The new "Westlawn Gardens" provides a mix of housing types (single-family, duplexes, townhomes, and apartment buildings) and both subsidized and market-rate housing. The development also features energy-efficient homes, enhanced stormwater management practices to reduce runoff from the site, and community gardens and parks.

care, transportation, health care, and other necessities. Households that cannot afford decent housing based on 30 percent of their income must often live in housing that is too small, poorly maintained, and/or has inadequate plumbing, kitchen facilities, or insulation. Providing an adequate supply of decent housing that tends to be affordable to a wide range of households would help reduce the market for dilapidated housing in the Region.

Addressing the Region's need for additional subsidized housing will also require greater public sector coordination, greater private sector participation, and interjurisdictional collaboration. The plan therefore recommends the establishment of a regional Housing Trust Fund for Southeastern Wisconsin (HTF-SW) to assist in the acquisition of land and the development of

Provide Enough Subsidized Housing to Meet the Need, and Address the Problem of Dilapidated Housing Households with incomes less than 50 percent of the Region's median income (less than \$26,940 per year) depend on or would benefit from housing assistance to ensure that decent housing is available to them at an affordable cost, particularly larger family households. Data gathered as part of the plan indicate that up to 187,000 households in the Region have incomes below \$26,940 per year, while only about 46,000 subsidized housing units and vouchers are available for those in need.

Public funding for the development of subsidized housing and for housing vouchers is limited. Due to funding challenges, the plan recommends that the development of new subsidized and tax credit housing and the allocation of vouchers be targeted to areas with the greatest need, which are shown on Map 4. The identified priority areas are those with the most low-income households, and areas with a major employment center and a shortage of lower-cost housing compared to lower-wage jobs. A major employment center is a concentrated area with 3,500 or more jobs. Existing and planned major employment centers in the Region, based on the year 2035 regional land use plan, are also shown on Map 4.

Increasing the supply of housing that meets affordability guidelines will help ensure that households have adequate funds after paying their housing costs to pay for food, child



Apartment building for senior citizens and persons with disabilities in the Village of East Troy, developed with tax-exempt bonds from the Wisconsin Housing and Economic Development Authority (WHEDA) and funding from the U.S. Department of Housing and Urban Development (HUD).

affordable housing. The proposed HTF-SW could be formed initially through the merger of the existing Housing Trust Fund of the City of Milwaukee, Milwaukee County Special Needs Housing Trust Fund, and Milwaukee County Inclusive Housing Fund, and expanded to communities in other counties, and ultimately all seven counties in the Region.

Better Meet the Need for Accessible Housing for Persons with Disabilities

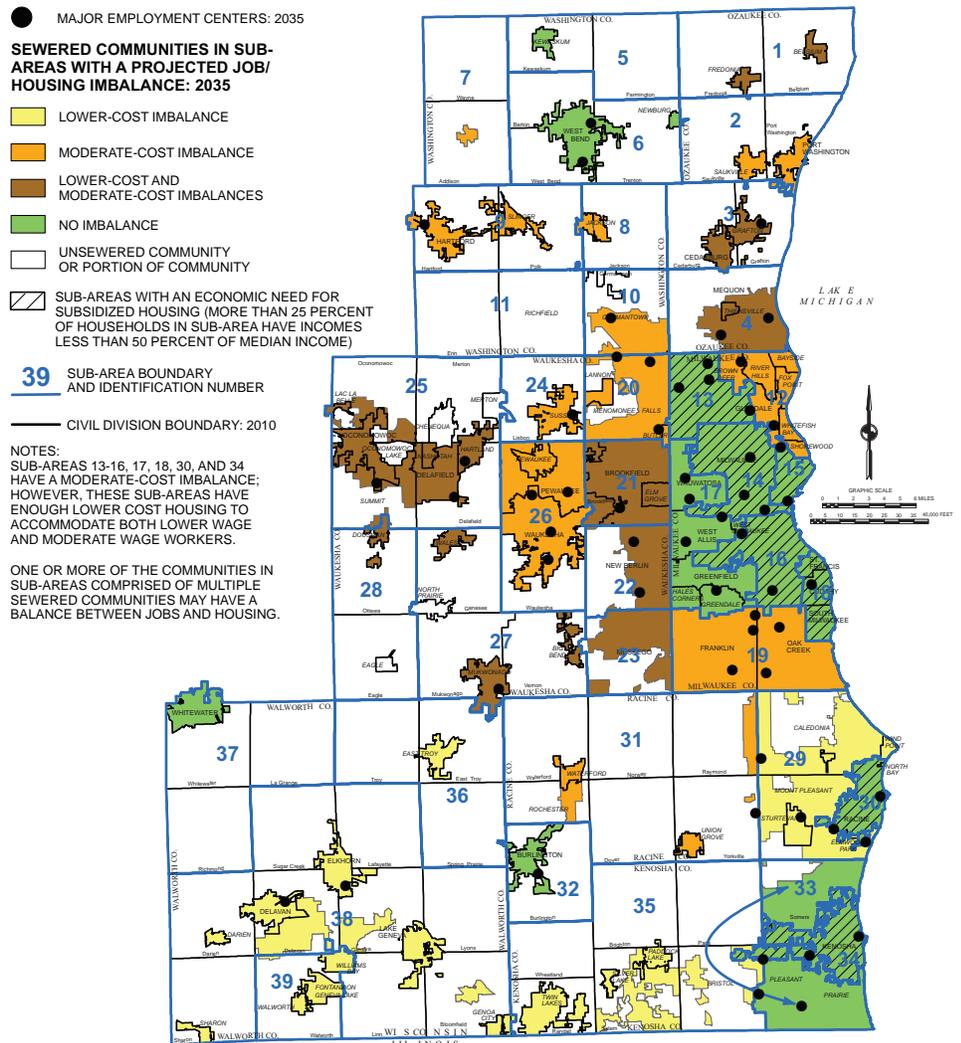
An adequate number of accessible housing units should be available throughout the Region to provide persons with disabilities increased housing choices and access to employment opportunities. Accessible housing will become increasingly important as the number of elderly residents in the Region continues to increase due to the aging of the baby-boom generation, because the incidence of disabilities increases as a person ages.

Map 3

PROJECTED JOB/HOUSING IMBALANCES IN SUB-AREAS IN THE SOUTHEASTERN WISCONSIN REGION: 2035

It is estimated there are up to 61,640 multi-family housing units in the Region constructed since 1991 that may be accessible to persons with disabilities, due to Federal and State fair housing laws. These laws require all apartments in new multi-family buildings with elevators and ground-level apartments in buildings without elevators to be accessible to persons in wheelchairs by providing features such as zero-step entrances and wider doorways and halls. In 2010, about 169,000 households in the Region reported a member with a disability, which shows a need for additional accessible housing. Housing affordability is also a concern to persons with disabilities, whose median annual earnings are about half that of a person without a disability.

The plan recommendation that calls for the development of more multi-family housing would help persons with disabilities obtain housing that would be both accessible and more affordable. Development of more multi-family housing outside the central cities of Kenosha, Racine, and Milwaukee would also increase the availability of accessible housing near job centers in outlying areas.



Source: Local Government Comprehensive Plans and SEWRPC.

Reduce the Concentration of Minorities in the Region's Central Cities

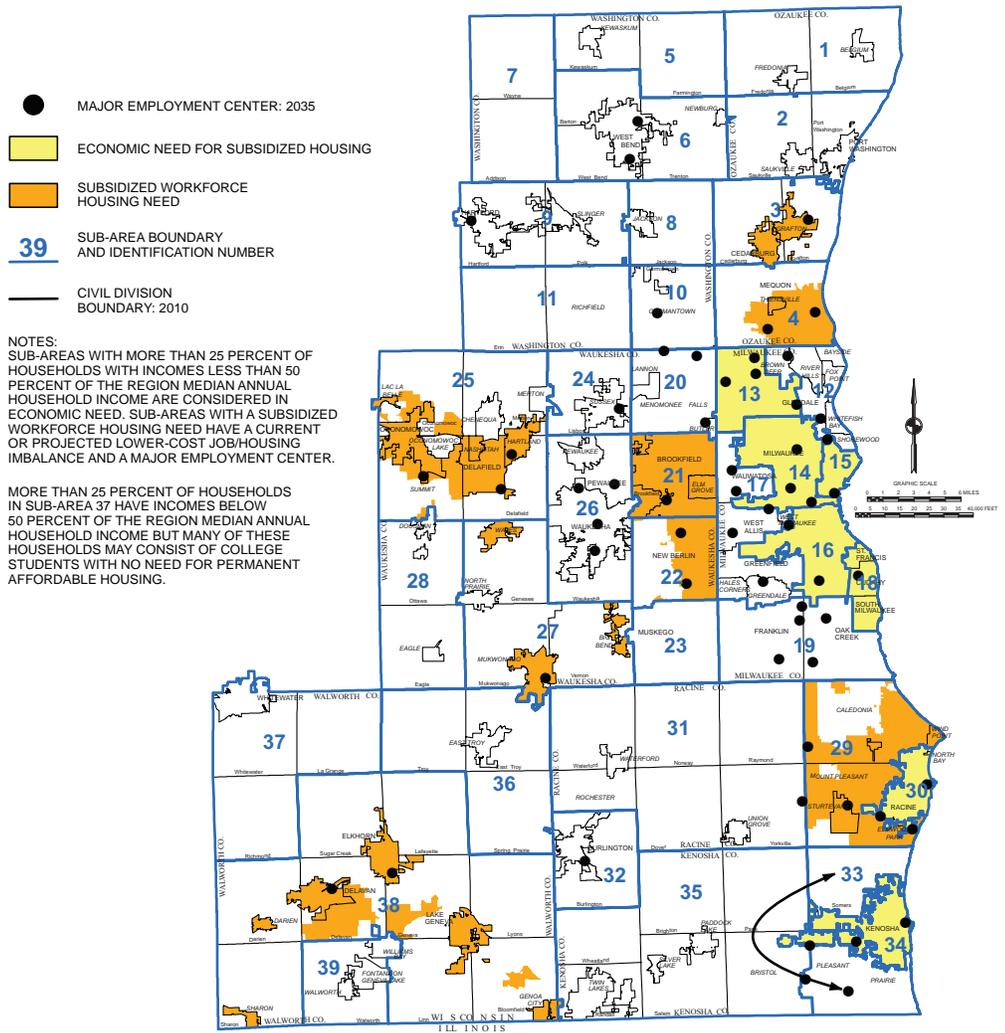
The Region's minority residents are concentrated in the central portions of the Cities of Milwaukee, Racine, and Kenosha, as shown on Map 5. Areas with concentrations of minority residents also have concentrations of low-income households. Minority households in the Region are much more likely than non-minority households to have low incomes. About 41 percent of minority households have incomes below 50 percent of the Region median income, compared to about 20 percent of non-minority households. Areas that are predominately low-income and minority typically suffer from dilapidated housing; over-burdened schools with high drop-out rates and low academic achievement; limited commercial establishments, including grocery stores that provide fresh and healthy food; high crime rates; and high unemployment.

Additional lower- and moderate-cost housing is recommended by the plan in communities with public sanitary sewer service determined to have an inadequate supply of affordable housing through various plan analyses. This would increase housing opportunities for minority and low-income households near major employment centers outside central cities. It would also provide opportunities for minority and low-income households to live in areas with better schools and safer neighborhoods. The plan also recommends a regional voucher program to make it easier for households with a housing voucher to move to less-impooverished areas, and establishing programs to provide assistance to low-income families in moving to less impoverished areas. Such assistance could include help in finding suitable housing, work, enrolling children in school, and other services.

State, county, and local governments that receive funding under HUD Community Planning and Development (CPD) programs, such as Community Development Block Grant funding, are required to certify to HUD that they will affirmatively further fair housing (AFFH). A recipient of CPD funds must proactively identify and take action to reverse patterns of discrimination and segregation under AFFH requirements. Fair housing advocacy groups have expressed concerns that some communities in the Region have taken limited actions to address impediments to fair housing in their community. The plan recommends that cities and counties that receive funding directly from HUD (referred to as entitlement jurisdictions) and pass some of their funding on to other local governments or nonprofit agencies explicitly require the sub-grantees to certify that they will affirmatively further fair housing as a condition of receiving the pass-through funds.

Map 4

SEWERED COMMUNITIES IN PRIORITY HOUSING ANALYSIS AREAS FOR SUBSIDIZED HOUSING IN THE SOUTHEASTERN WISCONSIN REGION



Source: U.S. Bureau of the Census, Local Comprehensive Plans, and SEWRPC.

Promote More Economical Development and the Preservation of Farmland

Multi-family housing and higher-density single-family housing, as recommended in the housing plan, can provide more affordable housing and at the same time provide for a more compact urban development pattern. Compact development allows housing to be located closer to jobs and services, such as shopping and schools, which minimizes vehicle travel and provides increased opportunities for walking and bicycling. Compact development also minimizes the cost of providing new roads and extending public sewer and water to serve new development and can be served more efficiently and economically by public transit. More compact urban development also helps to preserve farmland by minimizing the amount of land consumed by residential subdivisions and other urban development.



A mixed-use development in the City of Port Washington with retail and service uses on the ground floor and apartments on the upper floors.



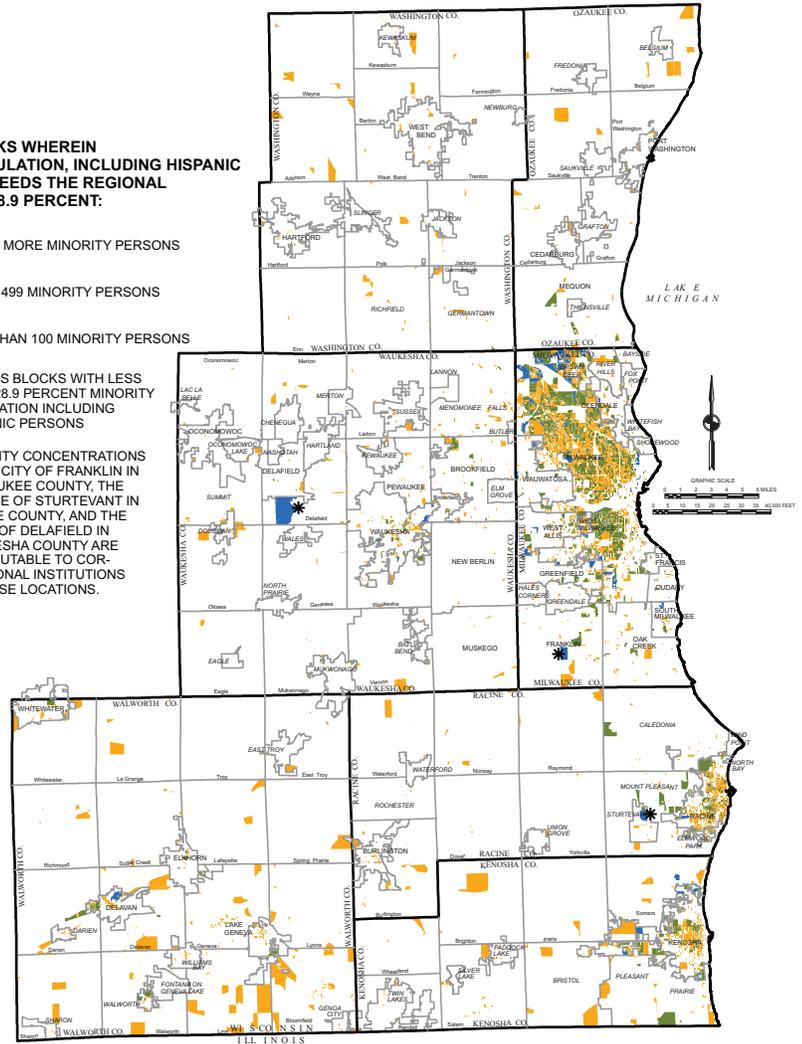
Live-work units in the City of Waukesha, which provide retail or office space on the ground floor and living quarters for the owner on the upper floors.

Map 5

CONCENTRATIONS OF MINORITY PERSONS WITHIN SOUTHEASTERN WISCONSIN: 2010

CENSUS BLOCKS WHEREIN MINORITY POPULATION, INCLUDING HISPANIC PERSONS, EXCEEDS THE REGIONAL AVERAGE OF 28.9 PERCENT:

- 500 OR MORE MINORITY PERSONS
- 100 TO 499 MINORITY PERSONS
- LESS THAN 100 MINORITY PERSONS
- CENSUS BLOCKS WITH LESS THAN 28.9 PERCENT MINORITY POPULATION INCLUDING HISPANIC PERSONS
- * MINORITY CONCENTRATIONS IN THE CITY OF FRANKLIN IN MILWAUKEE COUNTY, THE VILLAGE OF STURTEVANT IN RACINE COUNTY, AND THE TOWN OF DELAFIELD IN WAUKESHA COUNTY ARE ATTRIBUTABLE TO CORRECTIONAL INSTITUTIONS IN THOSE LOCATIONS.



Source: U.S. Bureau of the Census and SEWRPC.

PLAN IMPLEMENTATION

Implementation of the regional housing plan will depend on the actions of Federal, State, County, and local governments and nonprofit organizations to carry out the recommendations of the plan. The key recommendation, which is to accommodate the development of additional higher-density single- and multi-family housing in communities with sanitary sewer service, is directed to cities, villages, and towns with sanitary sewer service. The plan includes many other recommendations directed to local and county units of government, Federal and State agencies, and nonprofit organizations. SEWRPC will provide copies of the adopted plan to the governmental units and agencies concerned. SEWRPC will also conduct education and outreach efforts to encourage endorsement and implementation of the plan, and will conduct an ongoing data collection effort to monitor progress in plan implementation. A full reevaluation and update of the housing plan is expected to occur every 10 to 12 years, following adoption of updated regional land use and transportation system plans.

CONTACT INFORMATION

Contact information to obtain regional housing plan materials or request a briefing on the plan:

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SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin: 2035*, is available at the SEWRPC website address on the left. Each issue of the study newsletters and English and Spanish language brochures; meeting minutes and agendas; and other materials related to the plan are also available on the SEWRPC website or can be requested by calling or emailing Commission staff. Printed copies of SEWRPC Planning Report No. 54 may be obtained from the Commission at a cost of \$30 each inside the Region and \$45 each outside the Region.

Note: Certain photographs included in this newsletter were graciously provided by staff from UW-Extension.

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ECP



OFFICE OF THE COUNTY CLERK

JOSEPH J. CZARNEZKI • COUNTY CLERK

Referred
JUN 11 2013
County Board
Chair

June 4, 2013

TO: Marina Dimitrijevic, Chairwoman
The Honorable Board of County Supervisors

RE: **Regional Housing Plan for Southeastern Wisconsin: 2035**

Please find enclosed a certified copy of SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin: 2035*, including a copy of Commission Resolution No. 2013-04 adopting this plan as a guide for the physical development of the Region.

The Southeastern Wisconsin Regional Planning Commission asks that you refer the housing plan to the appropriate County Board Committee for review and recommendation and that the Board consider endorsing the plan.

If I can be of any assistance, please let me know.

JOSEPH J. CZARNEZKI
Milwaukee County Clerk

JJC:som

Enclosure

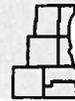
MILWAUKEE RECEIVED
MAY 11 11:34 AM 2013

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of:

KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA



May 30, 2013

Chair and Members of the Milwaukee County
Board of Supervisors
c/o Mr. Joseph Czarnetzki, Clerk
County Courthouse, Room 105
901 North 9th Street
Milwaukee, WI 53233

To the Chair and Members of the
Milwaukee County Board of Supervisors:

In accordance with Section 66.0309(10) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission hereby provides a certified copy of SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin: 2035*. A copy of Commission Resolution No. 2013-04 adopting this plan as a guide for the physical development of the Region is bound in the front of the report.

The focus of the housing plan is providing an adequate supply of affordable housing for all current residents and the anticipated future population of the Region through the plan design year 2035, with a focus on providing housing affordable to the existing and projected future workforce of the Region. A summary of major plan findings and recommendations is included in the enclosed newsletter.

All of the plan recommendations are set forth in Part 3 of Chapter XII, beginning on page 731 of the enclosed report. Key recommendations of the plan for local governments include a recommendation that communities seek to provide a balance between the cost of housing and wages paid to job-holders in their community and that communities with sewer service designate areas in the local comprehensive plan and zoning map for the development of modest multi-family (minimum density of 10 units per acre and about 800 square feet for two-bedroom apartments) and modest single-family housing (minimum density of about four units per acre and about 1,200 square feet per housing unit). It is also recommended that counties with zoning authority over communities with sewer service include provision for modest multi- and single-family housing in the county comprehensive plan and zoning ordinance.

Table 214, beginning on page 732 of the report, summarizes the final plan recommendations and indicates the unit of government or agency that would need to take action to implement each recommendation. Several of the plan recommendations are directed to County governments, including maintaining and expanding public transit to link areas of affordable housing to job locations, and continuing economic development efforts to provide jobs that will increase household incomes and housing options for the Region's workforce.

It is respectfully requested that your County Board refer the housing plan to the appropriate County Board Committee for review and recommendation and that the County Board consider endorsing the plan, should the Committee, following their review, recommend endorsement of the regional housing plan. County endorsement of the housing plan is important to help assure a common understanding among the units of government within the Region, as well as among the various state and federal agencies of

Mr. Joseph Czarnecki
May 30, 2013
Page 2

government involved, and to enable work to continue on plan implementation. A sample resolution for County Board endorsement of the plan is enclosed.

Please do not hesitate to call on us if the Commission or its staff can be of any assistance to the County in its consideration of the plan. Commission staff is available to make a presentation about the plan to the County Board or the appropriate Committee, or to attend a meeting of County officials to answer questions about the plan. Please contact Nancy Anderson of the Commission staff at (262) 547-6721 or nanderson@sewrpc.org if you have questions about the regional housing plan, would like to schedule a presentation or meeting, or would like additional copies of the summary newsletter or the plan report.

Very truly yours,



David L. Stroik
Chairman

DLS/KRY/NMA/pk
Docs #211589

Enclosures (#211420)

2013 JUN -4 11:34
COMMUNITY DEVELOPMENT

**SAMPLE RESOLUTION FOR COUNTY ENDORSEMENT
OF THE YEAR 2035 REGIONAL HOUSING PLAN
FOR SOUTHEASTERN WISCONSIN**

RESOLUTION NO. _____

WHEREAS, the Southeastern Wisconsin Regional Planning Commission, which was duly created by the Governor of the State of Wisconsin in accordance with Section 66.0309(2) of the *Wisconsin Statutes* on the 8th day of August 1960, upon petition of the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha, has the function and duty of making and adopting a master plan for the physical development of the Southeastern Wisconsin Region; and

WHEREAS, the Southeastern Wisconsin Regional Planning Commission adopted on March 13, 2013, a housing plan for the development of the Region to the year 2035; and

WHEREAS, the year 2035 regional housing plan recommendations and the supporting inventories, analyses, objectives, principles, and standards are set forth in a published report titled SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin: 2035*; and

WHEREAS, the Commission has transmitted certified copies of its resolution adopting the housing plan, together with the aforementioned SEWRPC Planning Report No. 54, to the county and local units of government of the Southeastern Wisconsin Region; and

WHEREAS, the _____ County Board of Supervisors believes that the housing plan prepared by the Commission will be a valuable guide not only to the development of the Region but of the County as well, and that the endorsement of such plan by the County Board will assure a common understanding by the several governmental levels and agencies concerned and enable their officials and staffs to plan and undertake the necessary areawide and local plan implementation work.

NOW, THEREFORE, BE IT RESOLVED that the _____ County Board of Supervisors hereby endorses the regional housing plan for the year 2035, as set forth in SEWRPC Planning Report No. 54, as a guide for regional and community development.

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to the Southeastern Wisconsin Regional Planning Commission.

Dated this _____ day of _____, 2013.

County Board Chair

Attest:

Clerk



A Regional Housing Plan for Southeastern Wisconsin: 2035



September 16, 2013



Regional Housing Plan Advisory Committee

William R. Drew, Chairman	Executive Director, Milwaukee County Research Park and Commissioner, Southeastern Wisconsin Regional Planning Commission
Julie A. Anderson	Director, Racine County Department of Public Works and Development Services
Andy M. Buehler	Director of Planning Operations, Kenosha County Planning and Development Department
David Cappon	Executive Director, Housing Authorities of the City and County of Waukesha
Michael P. Cotter	Director, Walworth County Land Use and Resource Management Department
Kalan R. Haywood, Sr.	President, Vanguard Group, Milwaukee
Joseph G. Heck, Jr	Assistant Director (Retired), Racine Department of City Development
Rob Henken	President, Public Policy Forum, Milwaukee
Douglas J. Koehler	Planner, City of Waukesha
Gary Koppelberger	City Administrator, City of Hartford
Jeffrey B. Labahn	Director, Department of Community Development and Inspections, City of Kenosha
J. Scott Mathie	Senior Director, Government Affairs, Metropolitan Builders Association of Greater Milwaukee
Michael J. Murphy	Alderman, City of Milwaukee
Falamak Nourzad	Principal, Continuum Architects & Planners, Milwaukee
Linda Olson	Director, Aging and Disability Resource Center of Washington County



Regional Housing Plan Advisory Committee

Antonio M. Pérez	Executive Director, Housing Authority of the City of Milwaukee
Brian Peters	Housing Policy Advocate, Independence <i>First</i> , Milwaukee and Member, SEWRPC Environmental Justice Task Force
Kim Plache	Senior Community Relations Officer, Milwaukee Office of WHEDA
Maria Prioletta	Redevelopment and Special Projects Manager, Milwaukee Department of City Development
Welford Sanders	Executive Director, M.L. King Economic Development Corporation
Mary Kay Schleiter	Associate Professor, Department of Sociology-Anthropology, University of Wisconsin-Parkside
Kori Schneider-Peragine	Senior Administrator, Inclusive Communities Program, Metropolitan Milwaukee Fair Housing Council
Dale R. Shaver	Director, Waukesha County Department of Parks and Land Use
Michael J. Soika	Director, Milwaukee Succeeds
Andrew T. Struck	Director, Ozaukee County Planning and Parks Department
Marne J. Stück	Governmental Affairs Director, Greater Milwaukee Association of Realtors
Scott Thistle	Principal, Halen Homes, Brookfield
Rev. James C. Thomas	Retired, Board of Ezekiel Community Development Corporation
John F. Weishan, Jr.	Supervisor, Milwaukee County Board



Regional Housing Plan

Vision

“Financially sustainable housing for persons of all income levels, age groups, and special needs throughout the entire Southeastern Wisconsin Region.”





Plan Objectives

- **Provide decent and financially sustainable housing for all current and future residents of the Region**
- **Improve links between jobs and affordable housing**
- **Maintain and expand subsidized housing to meet demand**
- **Meet demand for accessible housing for persons with disabilities**
- **Eliminate housing discrimination**
- **Reduce economic and racial segregation**
- **Encourage the use of environmentally sustainable housing**
- **Encourage sound neighborhood design principles**



Housing Affordability Findings

- **A generally-accepted standard recommends that a household spend no more than 30% of its income on housing costs (including rent, mortgage, taxes, insurance, and utilities)**
- **282,500 or 36% of Region households spend more than 30% of their income on housing**
 - **Two-thirds of households have incomes below the median household income of \$53,879**



Housing Affordability Findings

- **Subsidized housing need**
 - **Households with incomes less than 50% of the median income (less than \$26,940 per year)**
 - **187,000 or 24% of Region households**
- **Multi-family housing need**
 - **Households with incomes 50 to 80% of median income (\$26,940 to \$43,104 per year)**
 - **127,000 or 16% of Region households**
- **Modest single-family housing need**
 - **Households with incomes 80 to 135% of median income (\$43,104 to \$72,737 per year)**
 - **191,000 or 24% of Region households**





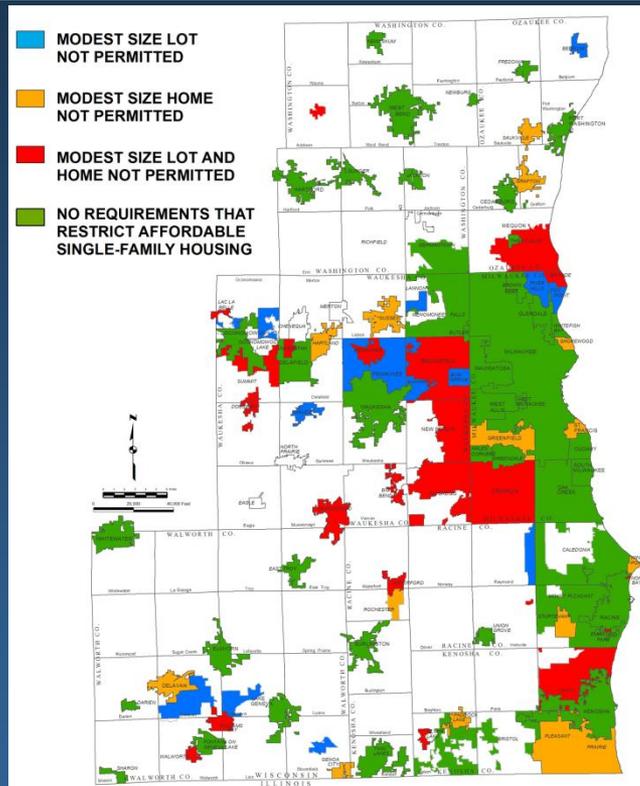
Subsidized and Tax Credit Housing Findings

- **Significant unmet need**
 - **Long waiting lists**
 - **About 46,000 subsidized units and vouchers for 187,000 households**
- **Funding and community opposition are obstacles**
- **Existing subsidized housing is concentrated in the Region's central cities, particularly family housing**

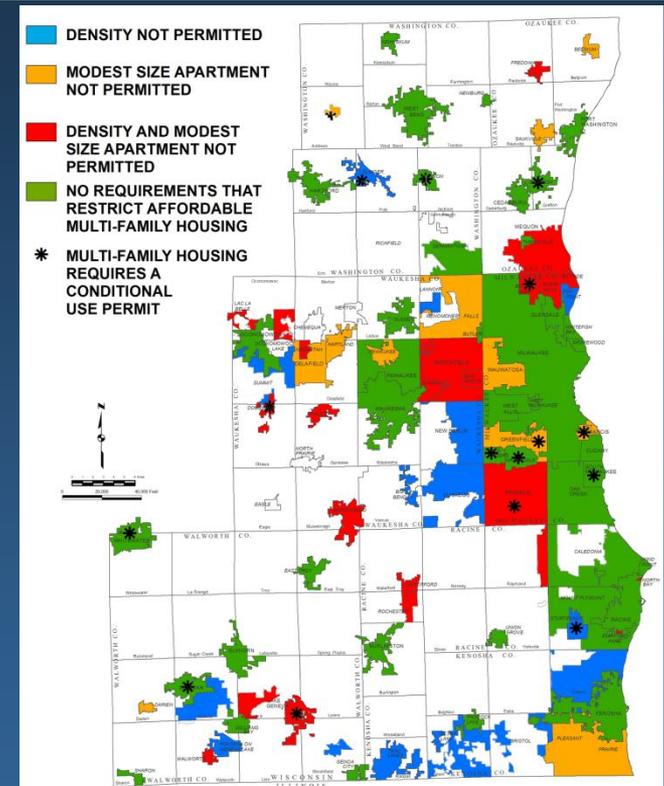




New Housing Development Findings



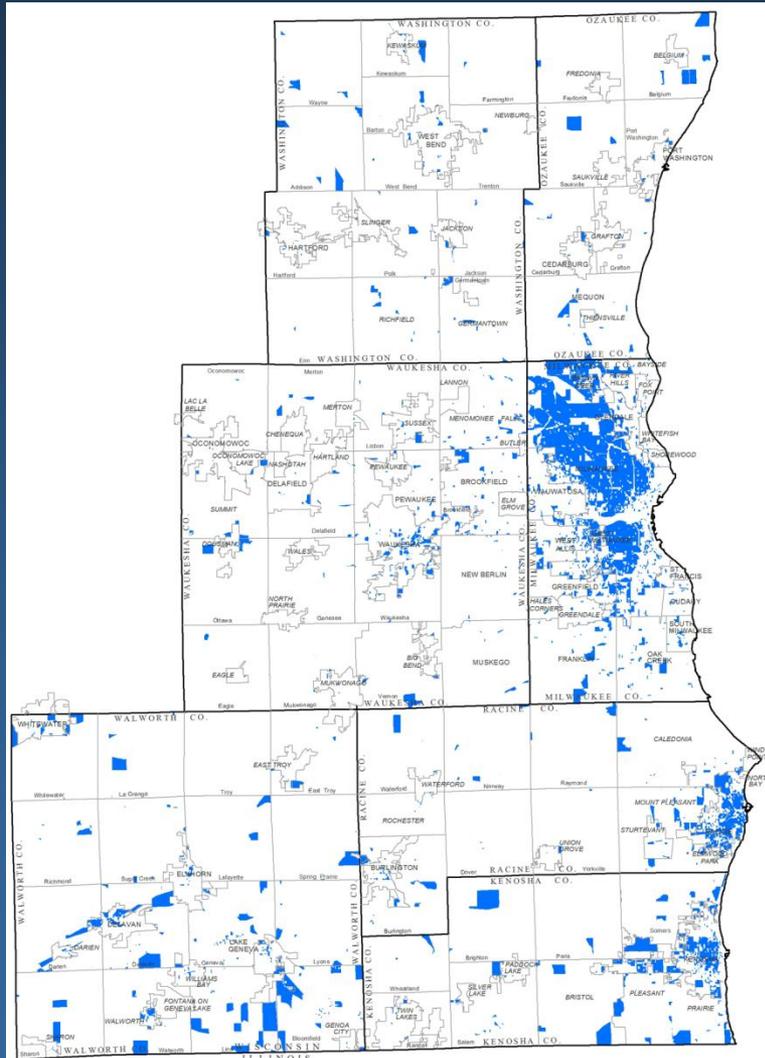
- Zoning regulations and comprehensive plans in some communities discourage the development of modest single-family housing



- Zoning regulations and comprehensive plans in some communities discourage the development of modest multi-family housing



Minority Population Distribution Findings

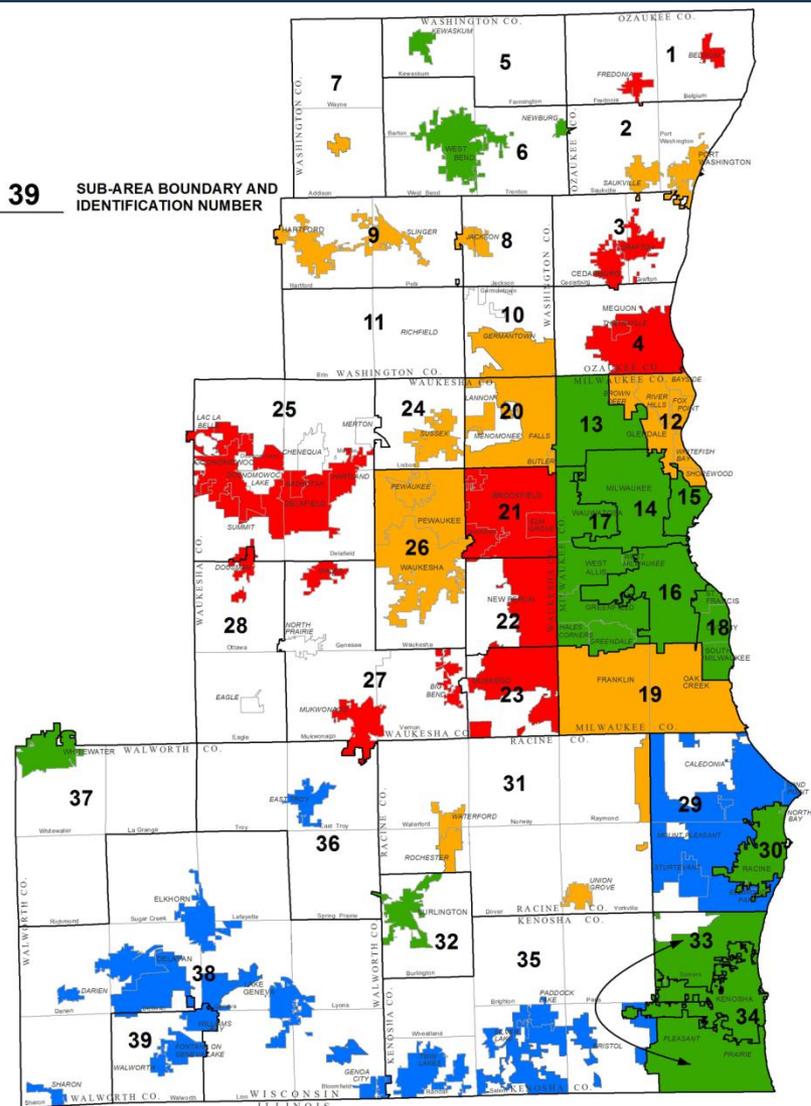


CENSUS TRACT WHERE MINORITY POPULATION EXCEEDS REGIONAL AVERAGE

- **Minority population is concentrated in the Region's central cities**
- **African American and Hispanic household income is about 50 to 60% of White household income (2009)**
- **Additional multi-family housing and modest single-family housing in the Region's outlying communities could assist in addressing minority concentration in the Region**



Job/Housing Balance Findings



SEWERED COMMUNITIES IN SUB-AREAS WITH A JOB/HOUSING IMBALANCE

- SHORTAGE OF LOWER-COST HOUSING COMPARED TO LOWER-WAGE JOBS
- SHORTAGE OF MODERATE-COST HOUSING COMPARED TO MODERATE-WAGE JOBS
- SHORTAGE OF BOTH
- NO SHORTAGE OF AFFORDABLE HOUSING COMPARED TO JOBS

ONE OR MORE OF THE COMMUNITIES IN SUB-AREAS COMPRISED OF MULTIPLE SEWERED COMMUNITIES MAY HAVE A BALANCE BETWEEN JOBS AND HOUSING.



Employment-Housing-Transit Connections Findings

JOB NOT SERVED BY EXISTING PUBLIC TRANSIT

LOCAL FIXED-ROUTE PUBLIC TRANSIT SERVICE

— RAPID BUS ROUTE - PROVIDES BOTH TRADITIONAL AND REVERSE COMMUTE SERVICE

- - - RAPID BUS ROUTE - PROVIDES ONLY TRADITIONAL COMMUTE SERVICE

— LOCAL RURAL FIXED BUS ROUTE

□ WALK ACCESS TRANSIT SERVICE AREA

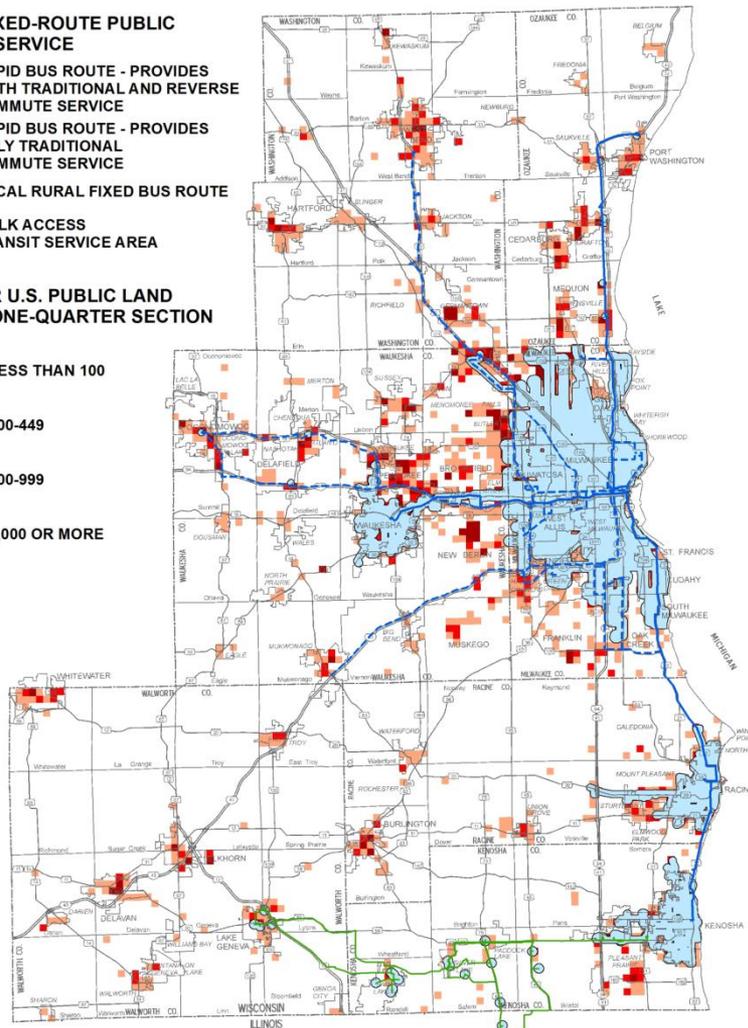
JOB PER U.S. PUBLIC LAND SURVEY ONE-QUARTER SECTION

□ LESS THAN 100

□ 100-449

□ 500-999

□ 1,000 OR MORE



- **Significant expansion of public transit is necessary to connect jobs to existing affordable housing**
- **Recommended in Regional Transportation Plan**
- **Will require continued State funding and local dedicated funding**



Accessible Housing Findings

- **Demand for accessible housing exceeds, and will continue to exceed, supply**
- **Affordability is a particular concern**
 - **Median earnings of persons with disabilities is half that of persons without disabilities**
- **New multi-family housing will increase the supply of housing that is accessible and affordable**





Socio-Economic Impact Analysis of the Regional Housing Plan

- **An analysis of the impacts of preliminary plan recommendations on low-income and minority populations**
- **Potential impact of recommendations:**
 - **44 positive or significantly positive**
 - **3 neutral**
 - **None negative**



KEY PLAN RECOMMENDATIONS

AFFORDABLE HOUSING

- **Sewered communities should provide areas for the development of modest multi- and single-family housing to provide housing for lower- and moderate-income households**
- **Communities with sewer service should prepare neighborhood plans that encourage a variety of housing types and sizes**
- **Review community requirements for new housing that could reduce cost without compromising quality**
- **Establish programs and ordinances to maintain existing affordable housing stock**



KEY PLAN RECOMMENDATIONS

JOB/HOUSING BALANCE

- **Sewered communities with a job/housing imbalance should change their comprehensive plans and zoning ordinances to provide housing affordable for the workforce in their community**
- **Public transit should be improved and expanded to link jobs and affordable housing**
- **Expand and focus economic development, job training, and education in areas with low- and moderate-income households and high unemployment and under-employment**



KEY PLAN RECOMMENDATIONS

JOB/HOUSING BALANCE (continued)

- **SEWRPC should work with Advisory Committees to consider revised criteria for Surface Transportation Program - Milwaukee Urbanized Area project funding and Congestion Mitigation and Air Quality (CMAQ) project funding which would include transit and job/housing balance**
- **A Statewide job/housing balance analysis should be conducted and considered in the award of economic development incentives and formation of TIF districts**



PLAN RECOMMENDATIONS

SUBSIDIZED AND TAX CREDIT HOUSING

- **Use CDBG, HOME, and other funding sources to encourage development of housing for low and moderate income households**
- **Establish a regional Housing Trust Fund to assist in the acquisition of land and development of affordable housing**
- **Develop a regional Section 8 housing voucher program, provided federal disincentives are removed**
- **Communities with a major employment center should seek and support new multi-family housing development using LIHTC funds to provide workforce housing for households earning 50 to 60 percent of the Region's median income**



KEY PLAN RECOMMENDATIONS

FAIR HOUSING/OPPORTUNITY

- **Other plan recommendations will address fair housing/opportunity**
 - **Providing modest multi- and single-family housing throughout the Region**
 - **Addressing job/housing imbalances**
 - **Expanding subsidized and tax credit housing**
- **Require sub-grantees to certify they will affirmatively further fair housing to receive CDBG and HOME funds**
- **Implement programs to assist minority and low-income households moving to outlying areas with finding housing, jobs, and schools**



Key Plan Recommendations

ACCESSIBLE HOUSING

- **Other plan recommendations will assist in addressing accessible housing needs, including expanded multi-family and subsidized/tax credit housing**
- **Local governments should analyze American Housing Survey data to estimate the demand for accessible housing and prioritize CDBG and HOME funding for accessibility remodeling**



Conclusions

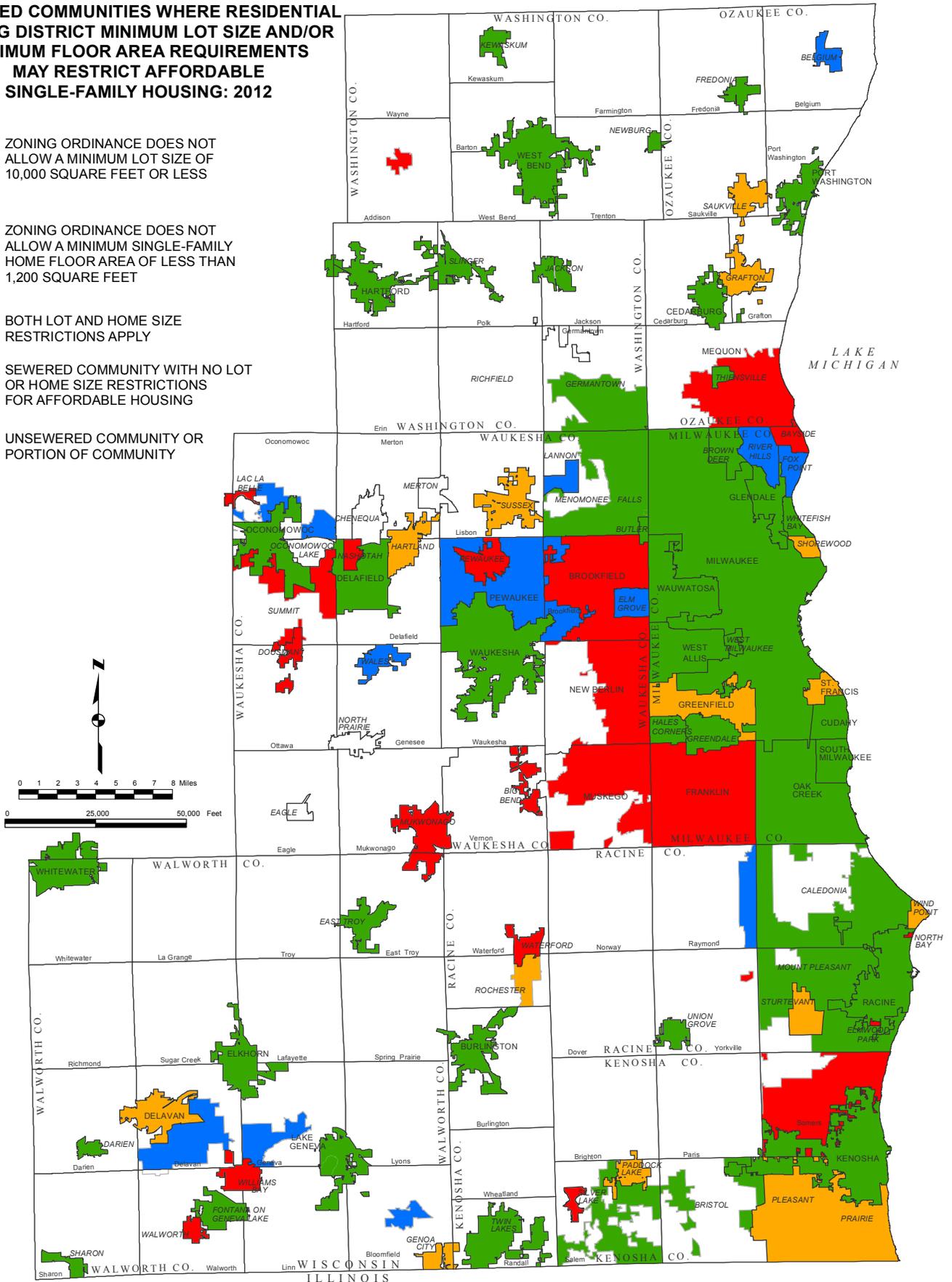
Plan recommendations should be implemented for the following reasons:

- 1. To support economic development in the Region by encouraging affordable workforce housing near job locations**
- 2. To address the problem of dilapidated, substandard, and unsafe housing in the Region by making safe and decent housing affordable to all residents**
- 3. To better meet the existing and future need for accessible housing in the Region**
- 4. To reinforce the need for improved and expanded public transit in the Region to link areas with lower- and moderate-cost housing to job locations**
- 5. To help increase diversity in all communities in the Region**

SLIDE 9 - LEFT SIDE

SEWERED COMMUNITIES WHERE RESIDENTIAL ZONING DISTRICT MINIMUM LOT SIZE AND/OR MINIMUM FLOOR AREA REQUIREMENTS MAY RESTRICT AFFORDABLE SINGLE-FAMILY HOUSING: 2012

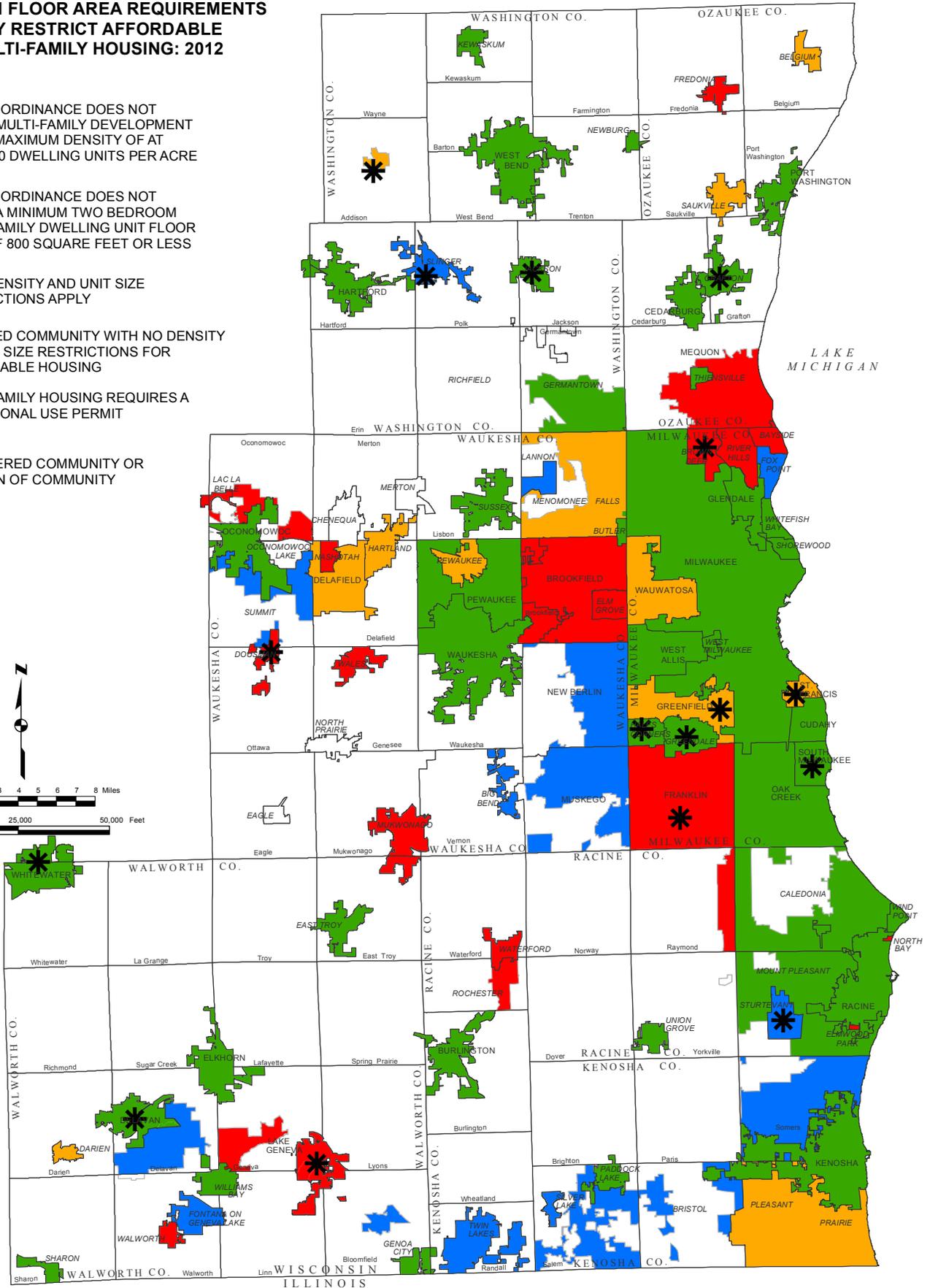
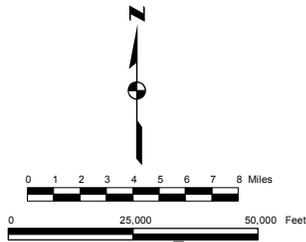
-  ZONING ORDINANCE DOES NOT ALLOW A MINIMUM LOT SIZE OF 10,000 SQUARE FEET OR LESS
-  ZONING ORDINANCE DOES NOT ALLOW A MINIMUM SINGLE-FAMILY HOME FLOOR AREA OF LESS THAN 1,200 SQUARE FEET
-  BOTH LOT AND HOME SIZE RESTRICTIONS APPLY
-  SEWERED COMMUNITY WITH NO LOT OR HOME SIZE RESTRICTIONS FOR AFFORDABLE HOUSING
-  UNSEWERED COMMUNITY OR PORTION OF COMMUNITY



Source: Community Zoning Ordinances and SEWRPC.

SEWERED COMMUNITIES WHERE RESIDENTIAL ZONING DISTRICT MAXIMUM DENSITY AND/OR MINIMUM FLOOR AREA REQUIREMENTS MAY RESTRICT AFFORDABLE MULTI-FAMILY HOUSING: 2012

- ZONING ORDINANCE DOES NOT ALLOW MULTI-FAMILY DEVELOPMENT WITH A MAXIMUM DENSITY OF AT LEAST 10 DWELLING UNITS PER ACRE
- ZONING ORDINANCE DOES NOT ALLOW A MINIMUM TWO BEDROOM MULTI-FAMILY DWELLING UNIT FLOOR AREA OF 800 SQUARE FEET OR LESS
- BOTH DENSITY AND UNIT SIZE RESTRICTIONS APPLY
- SEWERED COMMUNITY WITH NO DENSITY OR UNIT SIZE RESTRICTIONS FOR AFFORDABLE HOUSING
- ✱ MULTI-FAMILY HOUSING REQUIRES A CONDITIONAL USE PERMIT
- UNSEWERED COMMUNITY OR PORTION OF COMMUNITY

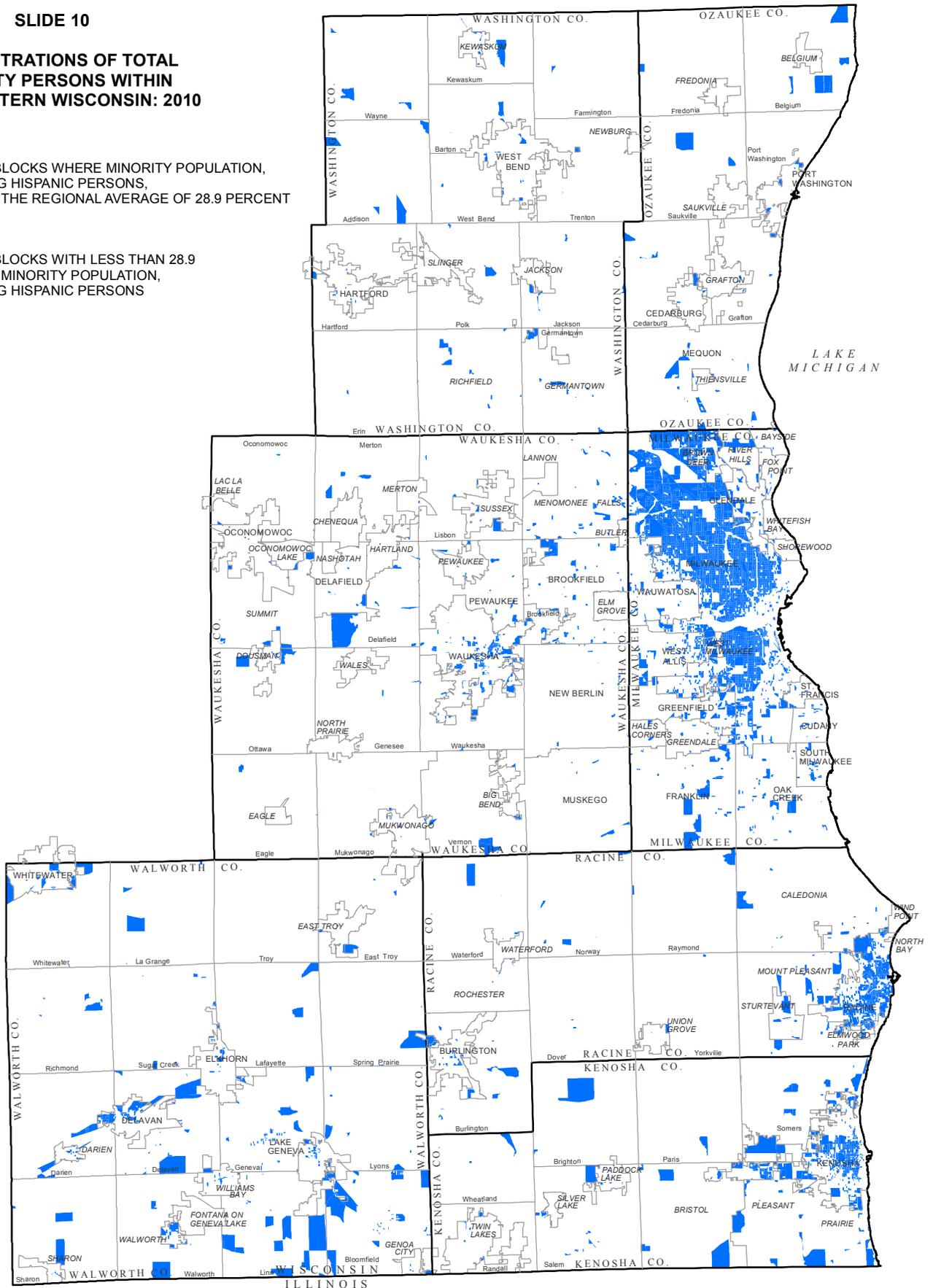


Source: Community Zoning Ordinances and SEWRPC.

SLIDE 10

**CONCENTRATIONS OF TOTAL
MINORITY PERSONS WITHIN
SOUTHEASTERN WISCONSIN: 2010**

-  CENSUS BLOCKS WHERE MINORITY POPULATION, INCLUDING HISPANIC PERSONS, EXCEEDS THE REGIONAL AVERAGE OF 28.9 PERCENT
-  CENSUS BLOCKS WITH LESS THAN 28.9 PERCENT MINORITY POPULATION, INCLUDING HISPANIC PERSONS



Source: U.S. Bureau of the Census and SEWRPC.

SLIDE 11

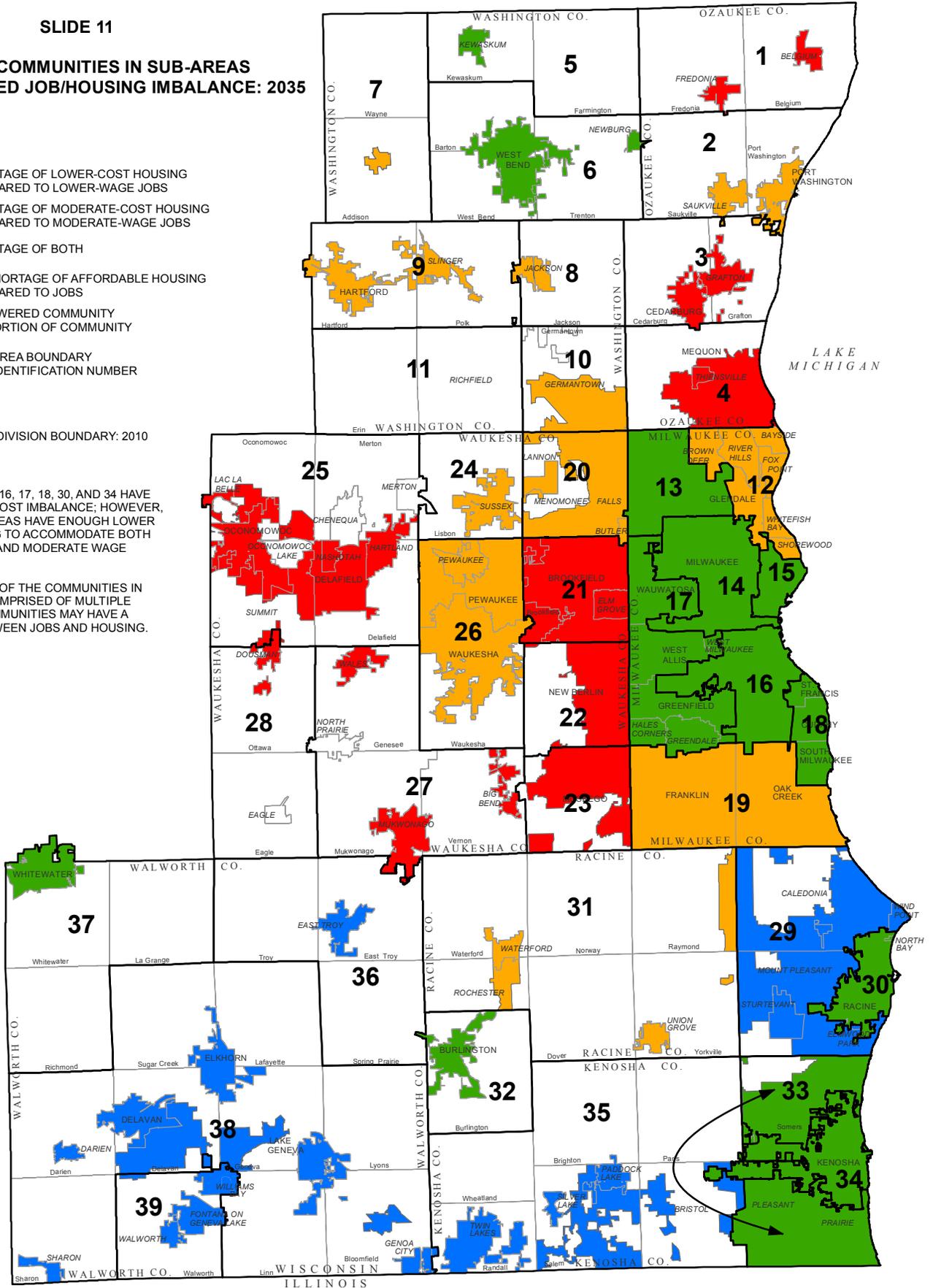
SEWERED COMMUNITIES IN SUB-AREAS WITH A PROJECTED JOB/HOUSING IMBALANCE: 2035

- SHORTAGE OF LOWER-COST HOUSING COMPARED TO LOWER-WAGE JOBS
 - SHORTAGE OF MODERATE-COST HOUSING COMPARED TO MODERATE-WAGE JOBS
 - SHORTAGE OF BOTH
 - NO SHORTAGE OF AFFORDABLE HOUSING COMPARED TO JOBS
 - UNSEWERED COMMUNITY OR PORTION OF COMMUNITY
- 39** SUB-AREA BOUNDARY AND IDENTIFICATION NUMBER

— CIVIL DIVISION BOUNDARY: 2010

NOTES:
SUB-AREAS 13-16, 17, 18, 30, AND 34 HAVE A MODERATE-COST IMBALANCE; HOWEVER, THESE SUB-AREAS HAVE ENOUGH LOWER COST HOUSING TO ACCOMMODATE BOTH LOWER WAGE AND MODERATE WAGE WORKERS.

ONE OR MORE OF THE COMMUNITIES IN SUB-AREAS COMPRISED OF MULTIPLE SEWERED COMMUNITIES MAY HAVE A BALANCE BETWEEN JOBS AND HOUSING.



Source: Local Government Comprehensive Plans and SEWRPC.

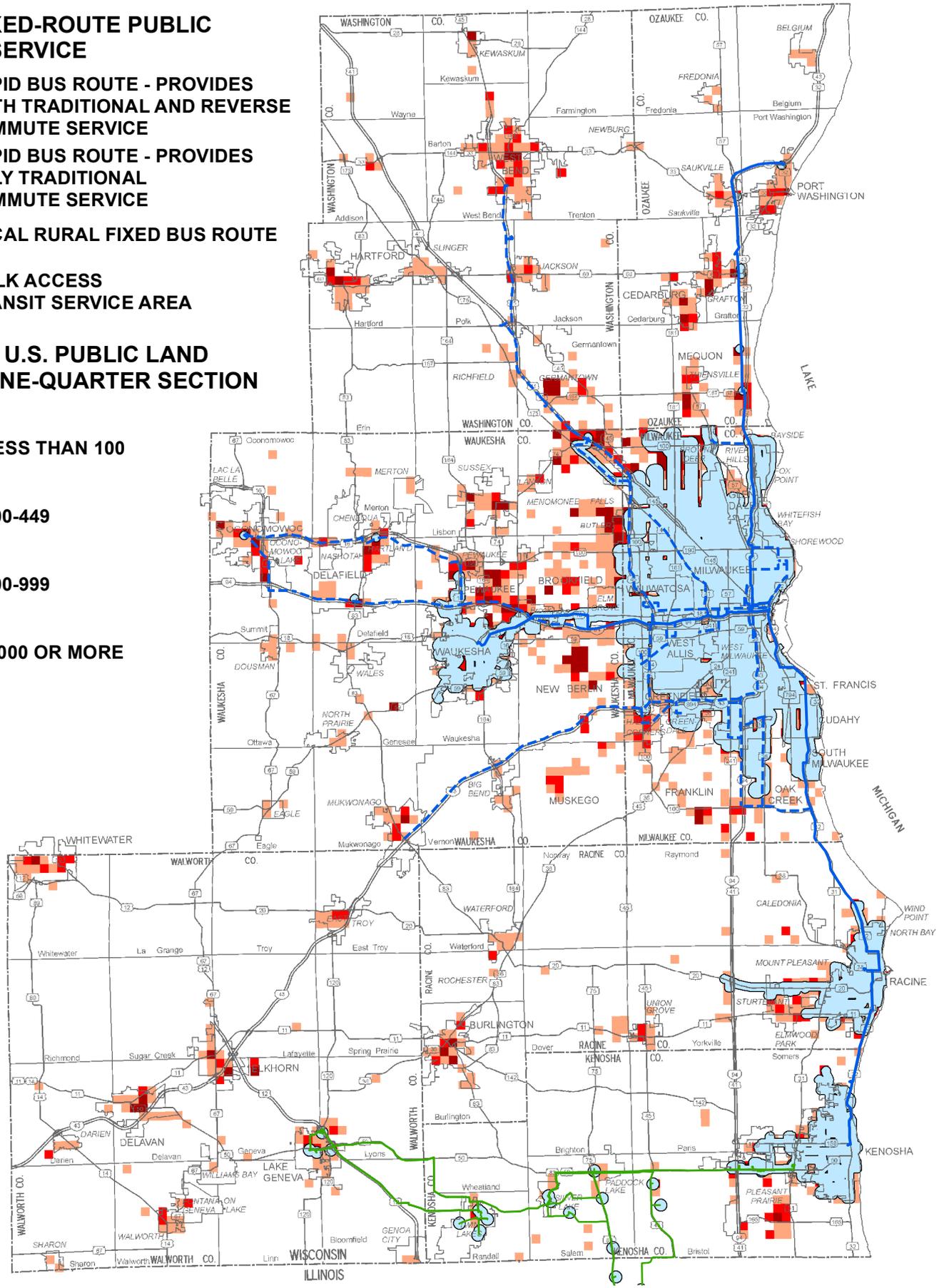
JOBS NOT SERVED BY EXISTING PUBLIC TRANSIT SERVICE

LOCAL FIXED-ROUTE PUBLIC TRANSIT SERVICE

-  **RAPID BUS ROUTE - PROVIDES BOTH TRADITIONAL AND REVERSE COMMUTE SERVICE**
-  **RAPID BUS ROUTE - PROVIDES ONLY TRADITIONAL COMMUTE SERVICE**
-  **LOCAL RURAL FIXED BUS ROUTE**
-  **WALK ACCESS TRANSIT SERVICE AREA**

JOBS PER U.S. PUBLIC LAND SURVEY ONE-QUARTER SECTION

-  **LESS THAN 100**
-  **100-449**
-  **500-999**
-  **1,000 OR MORE**



1 By Supervisor Jursik

2

3

4 A resolution to endorse the 2035 Southeastern Wisconsin Regional Planning
5 Commission Regional Housing Plan for Southeastern Wisconsin

6

7

A RESOLUTION

8

9 WHEREAS, the Southeastern Wisconsin Regional Planning Commission, which
10 was duly created by the Governor of the State of Wisconsin in accordance with Section
11 66.0309(2) of the Wisconsin Statutes on the 8th day of August 1960, upon petition of
12 the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and
13 Waukesha, has the function and duty of making and adopting a master plan for the
14 physical development of Southeastern Wisconsin; and

15

16 WHEREAS, the Southeastern Wisconsin Regional Planning Commission adopted
17 on March 13, 2013, a housing plan for the development of the Region to the year
18 2035; and

19

20 WHEREAS, the 2035 regional housing plan recommendations and the
21 supporting inventories, analyses, objectives, principles, and standards are set forth in a
22 published report titled SEWRPC Planning Report No. 54, A Regional Housing Plan for
23 Southeastern Wisconsin: 2035; and

24

25 WHEREAS, the Commission has submitted certified copies of its resolution
26 adopting the housing plan, together with the aforementioned SEWRPC Planning Report
27 No. 54, to the counties and local units of government of the Southeastern Wisconsin
28 Region; and

29

30 WHEREAS, the Milwaukee County Board of Supervisors believes that the
31 housing plan prepared by the Commission will be a valuable guide not only to the
32 development of the Region but of the County as well; and

33

34 WHEREAS that the endorsement of such plan by the County Board will assure a
35 common understanding by the several governmental levels and agencies concerned
36 and enable their officials and staff to plan and undertake the necessary area wide and
37 local plan implementation work; now, therefore,

38

39 BE IT RESOLVED that the Milwaukee County Board of Supervisors hereby
40 endorses the regional housing plan for the year 2035, as set forth in SEWRPC Planning
41 Report No. 54, as a guide for regional and community development; and

42

43 BE IT FURTHER RESOLVED, that the County Clerk shall transmit a certified copy
44 of this resolution to the Southeastern Wisconsin Regional Planning Commission.

44

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 08/20/2013

Original Fiscal Note **XX**

Substitute Fiscal Note

SUBJECT: A resolution to endorse the 2035 Southeastern Wisconsin Regional Planning Commission Regional Housing Plan for Southeastern Wisconsin

FISCAL EFFECT:

XX No Direct County Fiscal Impact

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	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure	0	
	Revenue	0	
	Net Cost	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. This resolution endorses the 2035 Plan for the Southeastern Regional Wisconsin Planning commission plan for the Southeastern Region which includes Milwaukee County.

B. No expenditures are associated with this action.

Department/Prepared By Milwaukee County Board/Nelson Soler 

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
Interoffice Memorandum

DATE: August 20, 2013

TO: The Honorable Gwendolynne Moore, U.S. Representative, 4th
Congressional District of Wisconsin

FROM: David F. Bowen, Milwaukee County Supervisor, 10th District

SUBJECT: Unemployment in Milwaukee's Central City Area

As you are surely aware, the disparaging gap between the wealthy and poor has been widening in Milwaukee County. According to Mark Levine, Director of the University of Wisconsin-Milwaukee's Center for Economic Development, no metro area has witnessed more precipitous erosion in the labor market for black males over the past 40 years than Milwaukee has, which magnifies the difficult economic conditions that exist in the central city.

Issue

Unemployment impacts much more than housing, health, and hunger problems; it marginalizes people, relegates them to dependency, robs them of the dignity of work, impairs their ability to meet family needs, inhibits their children's education, and precludes them from retiring in dignity. The 2010 Census shows that 44.7% of African-American males are unemployed in the City of Milwaukee, while the national African American unemployment average is 16%.

These alarming numbers must mobilize not only the minority community, but also our elected officials, into taking a meaningful approach to begin rectifying this economic pandemic. Although the federal stimulus program was enacted to give struggling Americans an economic boost, it is unclear whether or not the program has ever enforced or audited the minority participation guidelines included in the stimulus-funding package.

Solution

Milwaukee County has limited financial resources to directly and substantially impact this situation. My hope however, is to leverage our efforts by passing a County Board resolution requesting that the U.S. Justice Department or appropriate federal agencies provide a report that summarizes (a) the results of and (b) compliance with the minority business and minority hiring guidelines of federal stimulus funded projects in the Milwaukee metropolitan area. This information should provide more accurate insight on the impact of these practices into the unemployment crisis within our central city.

Support

For the reasons I have stated, I am seeking your support and assistance in obtaining compliance from federal agencies in providing this report so that we can measure the impact of minority participation goals that were included in the federal stimulus funding guidelines.

Hopefully you can endorse the goals of the forthcoming County Board resolution with (a) guidance as to which persons at which agencies to ask for the report and (b) a letter of support for the County Board's request. Your assistance will help Milwaukee County once again in our continued efforts to create substantial job opportunities for ALL residents. Carrying out such legislation has the potential to create a real and significant reduction of unemployment. I greatly appreciate your consideration.

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A RESOLUTION

Requesting a report from the Federal Justice Department to the Milwaukee County Business Development Partners Office regarding the impact of minority business and minority hiring goals for projects in the Milwaukee metropolitan area that utilize federal stimulus funds

WHEREAS, according to Marc Levine, Director of the University of Wisconsin - Milwaukee's Center for Economic Development, African American males are hardest hit by the recession which magnifies the difficult economic conditions that existed in the central city prior to the current recession; and

WHEREAS, in addition to creating housing, health and hunger problems, unemployment marginalizes people, relegates them to dependency, robs them of the dignity of work, impairs their ability to meet family needs, inhibits their children's education, and precludes them from retiring in dignity; and

WHEREAS, according to the 2010 Census, 44.7% of African-American males are unemployed in the City of Milwaukee, while the national African-American unemployment average is 16%; and

WHEREAS, in the subsequent three years since that report, the current recession has continued to have a dire impact on inner city employment; and

WHEREAS, dire economic crisis conditions in the central city need to be addressed with urgency as the recession continues and economic hardship facing inner city families worsens as more time passes without remedy; and

WHEREAS, the sub-prime mortgage crisis hit the central city hard because sub-prime loans made up approximately four times more of the total loans in minority communities than elsewhere and the mortgage foreclosure rate is more than twice of the non-minority rate; and

WHEREAS, keystone of the federal stimulus program is the public investment in the creation of family-supporting jobs in order to reduce unemployment; and

WHEREAS, because of the crisis conditions in the minority community in Milwaukee and elsewhere, the federal government has taken reasonable action to establish a prudent goal of targeting a portion of jobs created with federal stimulus funds to the areas hardest hit by the current recession; and

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WHEREAS, with the goal of “a hand up not a hand out”, the federal government established these guidelines in order to encourage entrepreneurialism, business initiative, on-the-job training, and work skills development, as well as to promote self-reliance and prosperity in the communities hardest hit by the recession; and

WHEREAS, the Federal Stimulus Funding’s minority-participation guidelines were intended as a real and viable employment crisis relief measure, and intended to provide substantial and measurable reductions in inner-city unemployment and intended as a crucial lifeline to inner city families; now, therefore,

BE IT RESOLVED, that Milwaukee County hereby requests a report from the U.S. Justice Department and/or other appropriate federal agencies to the Milwaukee County Business Development Partners Office that summarizes the results and extent of compliance with the minority business and minority hiring guidelines of federal stimulus funded projects in the Milwaukee metropolitan area and their impact on the unemployment crisis in Milwaukee’s central city; and

BE IT FURTHER RESOLVED that Milwaukee County seeks the assistance of U.S. Congresswoman Gwendolynne S. Moore in the compliance with federal agencies in response to this request, and

BE IT FURTHER RESOLVED that said report should also document the ongoing methods used by the federal government to audit the results of these inclusiveness guidelines contained in federal stimulus-funding package and other federally funded projects in the Milwaukee metropolitan area.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 27, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Requesting a report from the Federal Justice Department on the impact and implementation of minority hiring guidelines of stimulus-funded projects

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

Approval of this resolution will have no fiscal impact on Milwaukee County.

Department/Prepared By Jessica Janz-McKnight, Research Analyst, County Board

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.



Community Business Development Partners
MILWAUKEE COUNTY

Dr. Ruben Anthony, Jr • Interim Director, DBE Liaison Officer, ACDBE Liaison Officer

DATE: August 21, 2013

TO: Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Dr. Ruben Anthony, Interim Director, Community Business Development Partners

SUBJECT: DBE WAIVER REPORT FOR May, June & July 2013

DIRECTIVE

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

BACKGROUND

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

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

Milwaukee County, as a Federal funding recipient, is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. As a certifying partner, Milwaukee County has the responsibility of verifying and maintaining the status of approximately 400 of the 900 currently certified firms throughout the State, while processing all new applications.

WAIVER REQUESTS

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

WAIVER REPORT SUMMARY

The figures below include Professional & Management Service and Capital Improvement/Maintenance contracts awarded during May, June and July. This report does not include contracts awarded by Procurement Division processes under Chapter 32, as this information is not shared with CBDP. Please see the attachment for waivers requested as broken out by owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval, or lack thereof.

Total Contracted Dollars for the period	\$ 31,744,340.38
Total Contracted Dollars w/ Waiver Approval	\$ 3,159,037.00
Total Contracted Dollars w/o Waiver Approval	\$ 126,414.26
Percentage of Contracts Waived for Period	10%

RECOMMENDATION

CBDP prepared this informational report, and proposes that it be received and filed, as such.

Approved by:

Ruben Anthony
Interim Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report May 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
DOT - GMIA	Giles Engineering	GMIA - Material Testing - Airfield Pavement Rehabilitation & Stormwater Box Tunnel Repair	\$15,000.00	Annual Consultant Utilization
Parks	Southwest Aquatic Team (SWAT)	Exclusive use of certain lanes of the Wilson Park pool during certain times & dates over the summer	\$9,000.00	Summer Event
DHHS-BHD	UW Waisman Center Community TIES Program	Two specialist from the Waisman Center staff to visit, assess & provide training to BHD staff	\$49,800.00	Specialized Service
DHHS-BHD	Quarles & Brady, LLP	Legal services	\$30,000.00	Specialized Service
DTPW-Airport Division	Smith Amundsen, LLC	Specialize legal services	\$19,999.00	Specialized Service
IMSD	Eden Enterprises, LLC	Assist with planning & implementation of the migration to Office 365 for county staff	\$99,999.00	Specialized Service
Human Resources	Affion Public, LLC	To serve as an execution search firm to identify & place a qualified individual in the position of Parks Director	\$25,000.00	Specialized Service
District Attorney	Fondulac County Medical Examiner's Office	John Doe investigation into the death of Brandon Johnson at BHD	\$2,000.00	Specialized Service
District Attorney	Michael Woody, Psy.D	State v. Robert Fowler	\$3,000.00	Specialized Service

Contracts Issued Without CBDP Review ²

Comptroller	Chapman & Cutler	Professional services relating to the 2013A Taxable General Obligation Pension Promissory Notes \$138,730	\$85,164.26	No CBDP Review
Comptroller	Fitch Ratings	Professional services associated with the 2013A Taxable General Obligation Pension Notes	40,000.00	No CBDP Review

Total Contract \$ Amount for Month ³	\$17,412,725.00
Total Approved Waiver \$ Amount	\$253,798.00
Total Unapproved Waiver \$ Amount	\$125,164.26
Percentage Waived	2.18%

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

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

³ Total does not include Procurement Division Figures

Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report June 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
Parks	Board of Regents of the University of Wisconsin System	To conduct programs environmental education, nature in the parks	263,289.00	Specialized Service
DHHS-Delinquency & Court Services	MPD/MPS	To provide specialized training & technical assistance mentoring program	20,000.00	Specialized Service
DHHS-BHD	Enterprise Medical Services	To search for physicians and nurses	99,000.00	Specialized Service
DHHS-EMS	City of Franklin	To provide emergency medical services to County residents and others	170,000.00	Specialized Service
DHHS-EMS	City of Greenfield	To provide emergency medical services to County residents and others	190,000.00	Specialized Service
DHHS-EMS	City of Milwaukee	To provide emergency medical services to County residents and others	760,000.00	Specialized Service
DHHS-EMS	North Shore Fire Department	To provide emergency medical services to County residents and others	270,000.00	Specialized Service
DHHS-EMS	City of Oak Creek	To provide emergency medical services to County residents and others	180,000.00	Specialized Service
DHHS-EMS	City of South Milwaukee	To provide emergency medical services to County residents and others	200,000.00	Specialized Service
DHHS-EMS	City of Wauwatosa	To provide emergency medical services to County residents and others	160,000.00	Specialized Service
DHHS-EMS	City of West Allis	To provide emergency medical services to County residents and others	150,000.00	Specialized Service
Family Care	Baker Tilly Virchow Krause, LLP	To procure additional audit services	478,000.00	Specialized Service
Dept. on Aging	Milwaukee LGBT Community Center, Inc.	Outreach and services to lesbian, gay, bisexual and transgender elderly	10,000.00	Specialized Service
District Attorney	Christopher T. Tyre, Ph.D-Jameel Ali	State v. Jameel Ali	1,750.00	Specialized Service (Under \$2,000.00)
Medical Examiner	Medical College of Wisconsin Affiliated Hospitals (MCWAH)	Forensic Pathology Fellowship Program	88,000.00	Specialized Service
Corporation Counsel	Hansen Reynolds Dickinson Crueger, LLC and Cade Law LLC	Specialized services	49,000.00	Specialized Service (Per Chapter 56.30(a))

Contracts Issued Without CBDP Review ²

Comptroller	U.S Bank	US Bank administration fees for the 2004A airport revenue bonds	1,250	No CBDP Review
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Total Contract \$ Amount for Month ³	\$3,139,689.00
Total Approved Waiver \$ Amount	\$2,902,039.00
Total Unapproved Waiver \$ Amount	\$1,250.00
Percentage Waived	92.47%

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

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

³ Total does not include Procurement Division Figures

Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report July 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
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CBDP Approved Waivers ¹

Contracts Issued Without CBDP Review ²

Total Contract \$ Amount for Month ³	2,395,250.00
Total Approved Waiver \$ Amount	\$0.00
Total Unapproved Waiver \$ Amount	\$0.00
Percentage Waived	0.00%

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

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

³ Total does not include Procurement Division Figures



Community Business Development Partners
MILWAUKEE COUNTY

Ruben L. Anthony Jr, Ph.D. • Interim Director, DBE Liaison Officer, ACDBE Liaison Officer

DATE: September 6, 2013

TO: Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
 Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
 Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Ruben Anthony, Interim Director, Community Business Development Partners

SUBJECT: FAA Audit Status Report

BACKGROUND

The U.S. Department of Transportation Federal Aviation Administration (FAA) conducted a site visit from July 9 – 11, 2013. The purpose of the visit was to review the monitoring and enforcement of Milwaukee County's Disadvantaged Business Enterprise (DBE) and the Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs. The review was conducted by Nancy Cibic and Dolores Leyva. The FAA has the responsibility to ensure that recipients of federal aid are in compliance with 49 CFR 26 and CFR 23.

FAA Compliance Review

The FAA identified six areas that required follow-up by the CBDP partners. Four items were construction related and two were related to Concessions.

1. In regards to construction, the FAA recommended that there be a clear separation between locally funded projects and federally funded airport construction projects. To comply, the forms have been changed and new forms have been distributed.
2. The FAA recommended that CBDP make more frequent airport site visits and that all active projects be visited by the AC/DBELO. A plan of action is due by 9/30/13. Additionally, a more comprehensive monitoring form (DBE-05, DBE Site Monitoring Checklist) is being utilized by CBDP in conjunction with the current DBE-21 Project Verification Questionnaire. This is being coupled with more consistent, unannounced worksite visits to occur according to project schedule(s) on a basis no less frequently than monthly, and desk audits of routine invoicing on contracts to occur on a monthly basis.
3. The FAA has noted that the Airport does not have a "written certification" procedure confirming that contracting records are being reviewed. They recommend that the airport certifies that contracting records are being reviewed. A plan of action is due by 9/30/13. The DBE-05 Site Monitoring and Checklist approach will be used to document that "written certification" has occurred. This information will be collected during site visits, maintained in project files at the airport and in the CBDP office.
4. The FAA has stated that there is no evidence that random verifications are being done to determine who orders and pays for the necessary supplies being used by DBE subcontractors. They recommend that CBDP submit an updated process that incorporates this requirement.

The updated process is due by 9/30/13. The DBE-05 includes questions that requires the identification of the person who orders material and who pays for materials be identified, and that orders/invoices are documented for verification. This information will be collected during site visits, maintained in project files at the airport and in the CBDP office.

5. The FAA has noted that in Airport Concessions, there is no "written certification" confirming that contracting records are being reviewed. They recommend that the airport certifies that contracting records are being reviewed. A plan of action is due by 10/31/13. The DBE-05 speaks directly to items such as material/supplies ordering and acquisition, and requires review of invoices, lease agreements, payroll records, and other such pertinent documentation. This is being coupled with more consistent, unannounced concession operations visits to occur on a basis no less frequently than monthly, and desk audits of routine reporting on concessions to occur on a quarterly basis.
6. In the Concessions area, the FAA identified that the Airport was not able to provide documentation to demonstrate that existing joint ventures have been reviewed. They recommend that CBDP submit an updated process that incorporates this requirement by 9/30/13. To comply, CBDP has updated its process to require that all existing Joint Venture be reviewed for compliance and its impact on ACDBE goals (due date 9/31/13). A review of the existing joint venture agreement with Paradies is underway to verify that it is in compliance with the FAA Joint Venture Guidance. The counting of ACDBE participation will be adjusted if deemed necessary. A copy of the Joint Venture will be submitted along with the findings by 09/30/13.

The CBDP has made many of these administrative changes and will complete each issue before their due date.

RECOMMENDATION

CBDP prepared this informational report, and proposes that it be received and filed, as such.

Approved by:

Ruben L. Anthony Jr, Ph.D.
Interim Director, CBDP

CC: Chris Abele, Milwaukee County Executive



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE SITE MONITORING CHECKLIST

Checklist Instructions:

1. To be completed by the Project Manager/Contract Compliance Coordinator for each DBE.
2. **If at any time a DBE is observed not performing a CUF or if there are any items that are suspicious, red flags or warrant further attention, this must be reported to the Community Business Development Partners DBE Liaison Officer immediately.**
3. Submit the completed form to Community Business Development Partners, 2711 W Wells St, Milwaukee, WI 53208 or via email to CBDPCompliance@milwcnty.com

Project Information

Date of Review: _____ Reviewer's Name: _____

Contract Number	Project Number
Prime Contractor	DBE Firm

Describe the type of work observed: _____

Management

Name of on-site representative
Employer – verify with ID or Uniform or any other pertinent document ie business card
Name of direct manager/supervisor of representative
Title
Employer

Who does the onsite representative call for?

Hiring and Firing Employees	
Hiring and Firing Contractors	
Quality Problems	
Material Delivery	
Other	



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Has the DBE subcontracted any work? If yes fill out the information below

Name of Subcontractor and phone number	Indicate if contractor is a DBE	Amount subcontracted

Key Questions – it may require visit to DBE firm’s Administrative Office

Is the DBE owner onsite? Yes No

Ask how often the owner has visited the site?

Where are payroll records?	Inspect Payroll Records
Findings:	

Where are records of materials purchases?	Inspect Invoices or Receipts
Findings:	



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Equipment including Trucks

Major Equipment Used	Serial Number	DBE's Markings?		DBE's Operator?		Leased?	
		Yes or No	If no, list other company's markings if seen	Yes or No	If no, list company operator works for	Yes or No	If yes, list company leased from

Attach additional sheets if necessary

For lease equipment, requests copies of lease agreements

Workforce

Identify employees on premises during visit. Check against payroll records.

Name/badge	Title	Time Employed with DBE



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Materials

In order to verify the DBE contractor ordered and paid for the materials they have agreed to purchase in their subcontract, the DBE must submit copies of all invoices from each of their suppliers.

Did the DBE order and pay for materials?

Findings:

Performance

Based on your assessment, does the DBE appear to be executing the work of the contract by actually performing, managing, and supervising the work involved? YES ____ NO _____

Recommended Action(s):

Signature of reviewer: _____

Reviewer must submit a copy of this form to CDBP DBELO



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE is a regular Dealer or Manufacturer

Does the dealer have a business that sells to the public on a routine basis on the product being supplied?

Does the business stock the product for the use on the project as a normal stock item?

Who is delivering and unloading the material?

Who are the material invoices made out to?

In whose name are materials shipped?



Project Compliance Verification Questionnaire

Project Information Label

Name _____

Interview Date _____

Address _____

Ethnicity _____ Gender _____

Employer _____

How long have you worked for them? _____

Date started on this project _____

What is your hourly wage rate on this project? _____

Trade or Occupation _____

Union Member Yes No Local # _____

Type of work you do/job duties on this project _____

Truck Driver? Yes No If yes, who owns the truck? _____

Who is your supervisor/foreman? _____ Are you an Apprentice? Yes No

Do you know where job postings are located? Yes No

Are you paid overtime after 10 hours per day? Yes No

Are you paid overtime after 40 hours per week? Yes No

Are you paid time and a half for overtime work and work on Saturdays, Sundays and certain holidays? Yes No

Have you witnessed any discrimination on this project? Yes No If Yes, explain _____

What type of benefits do you receive? Health Pension Vacation Holiday Other _____

Does your employer take any unauthorized deductions from your pay (company tools, clothing, damage to company property, etc.)?

Yes No If Yes, explain _____

How are you paid? Cash Check/Direct Deposit Are you paid at least once a week? Yes No

Do you make out your own timecard? Yes No Have you ever had any problems with your wages? Yes No

If Yes, explain _____

If you believed that you were not being paid correctly, do you know who to see to file a complaint? Yes No

Keep an accurate record of hours worked and work performed, including truck # and equipment used, because you must prove that a wage underpayment has actually occurred.

Do you have any complaints concerning you work on this project? Yes No If Yes, explain _____

Other Comments _____

Interviewed by _____
Project Field Staff

Reviewed by _____
Contract Compliance Manager, DBE

Detach and give to employee for contact/follow-up.

Contract Compliance Team, CBDP
2711 W Wells St / Milwaukee WI / 53208
414.278.4747 office / 414.223.1958 fax

Project Information Label



Community Business Development Partners

MILWAUKEE COUNTY

Ruben L. Anthony Jr, Ph.D. • Interim Director, DBE Liaison Officer, ACDBE Liaison Officer

DATE: September 6, 2013

TO: Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Ruben L. Anthony Jr., Interim Director, Community Business Development Partners

SUBJECT: DBE Triennial Goal Setting

BACKGROUND

Milwaukee County (County) is required to submit an overall Disadvantaged Business Enterprise (DBE) participation goal to the Federal Aviation Administration (FAA) every three years. The Community Business Development Partners has worked with community Stakeholders to implement the FAA's methodology to establish the goal for Airport Improvement Program (AIP) funding anticipated to be received during Federal Fiscal Years (FFY) 2014-2016. DBE goal setting is required by The United States of America code of Federal Regulations Title 49, part 26 (49 CFR part 26), which mandates the design and implementation of the DBE Program.

REPORT SUMMARY

In accordance with the FAA guidelines, after a DBE goal has been established for 2014-2016 the public must be given 45 days to provide comments and as of August 8, 2013 no comments were received. Therefore, the goal that was established during the goal setting process has not been adjusted. The following are the Triennial goals that were established:

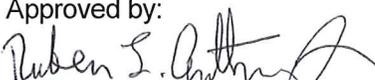
Construction	Professional Services	Overall
19.7%	23.6%	20.3%

It is anticipated that the County will spend approximately one fifth of the FAA financial assistance with DBE firms on FAA-assisted contracts for FFY 2014-2016. With an amount of \$95,968,000 in FAA-assisted contracts expected to be procured, the County's goal will result in some \$19,499,986 being expended with DBE firms during the three-year period.

RECOMMENDATION

CBDP prepared this informational report, and will bring this item for full Board approval upon receipt of acceptance from FAA.

Approved by:


Ruben L. Anthony Jr., Ph.D.
Interim Director, CBDP

CC: Chris Abele, Milwaukee County Executive

EXECUTIVE SUMMARY

Milwaukee County (County) is required to submit an overall Disadvantaged Business Enterprise (DBE) participation goal to the Federal Aviation Administration (FAA) every three years. This triennial goal report describes the methodology and the process used by the County to establish this goal for Airport Improvement Program (AIP) funding anticipated to be received during Federal Fiscal Years (FFY) 2014-2016. This report has been developed according to the United States of America Code of Federal Regulations Title 49, Part 26 (49 CFR Part 26), which mandates the design and implementation of the DBE Program.

The County Executive proposes, and the County Board authorizes, funding of projects through the County's Annual Budget process each November for the following calendar year; e.g., November 2013 for 2014. As this report is based upon anticipated projects, the County may submit a revised goal report to reflect the actual projects that will be undertaken.

The 2014-2016 overall goal is based on the availability of eligible DBE firms in regard to market availability within Southeastern Wisconsin, input from affect internal and market stakeholders, and the County's experiences with the DBE Program on AIP projects from 2010 to 2012.

The overall DBE goal for Milwaukee County's FAA-assisted contracts for FFY 2014-2016 is 20.3%. The following tables display this goal and its race-neutral and race-conscious components.

**TABLE 1
 OVERALL DBE GOAL FOR FFY 2014-2016**

TYPE OF PROJECTS	RACE-NEUTRAL GOAL	RACE-CONSCIOUS GOAL	OVERALLGOAL
Construction	6.9% \$80,729,800 x .069 = \$5,570,356	12.8% \$80,729,800 x .128 = \$10,333,414	19.7% \$80,729,800 x .197 = \$15,903,771
Professional Services	1.7% \$15,238,200 x .017 = \$259,049	21.9% \$15,238,200 x .219 = \$3,337,166	23.6% \$15,238,200 x .236 = \$3,596,215
Totals	6.1% <u>\$5,829,405</u> = 0.061 \$95,968,000	14.2% <u>\$13,670,580</u> = 0.142 \$95,968,000	20.3% <u>\$19,499,986</u> = 0.203 \$95,968,000

Milwaukee County will begin using this overall goal on October 1, 2013.

PROCESS FOR GOAL SETTING

The County anticipates expanding approximately one fifth of the FAA financial assistance with DBE firms on FAA-assisted contracts for FFY 2014-2016, as detailed in Table 1. With an amount of **\$95,968,000** in FAA-assisted contracts expected to be let, the County's goal will result in some **\$19,499,968** being expended with DBE firms during this three year period.

In accordance with Section 26.43, the County does not utilize quotas or set asides to obtain contract participation by DBE firms.

Pursuant to Section 26.45, the overall goal is based upon the availability of ready, willing and able DBE firms in the market. The market of available firms for the County consists primarily of businesses located in seven southeastern counties within the State of Wisconsin.¹ The County expends the vast majority of its total contracting dollars with firms located within this region. DBE firms and non-DBE firms were used to calculate the baseline availability in the goal setting process.

In compliance with Section 26.51(a), the County will meet the maximum feasible portion of the overall goals through race-neutral means of facilitating DBE participation. Currently, the County uses the following race-neutral approaches to ensuring DBE participation: (a) encouraging prime contractors to subcontract portions of their work, which they might otherwise perform with their own forces; (b) providing assistance to prime contractors in contacting prospective DBE firms; (c) facilitating information and communication programs on contracting procedures and specific contract opportunities through website postings, electronic notifications to DBEs, and public notice publication; (d) ensuring the distribution of the DBE Directory to contractors/consultants that obtain plans and specifications or request for proposal (RFP) documents and materials; (e) encouraging the formation of joint ventures and consortia; and (f) encouraging DBE firms to act as primes.

¹ The seven Counties are: Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha.

METHODOLOGY USED FOR DETERMINING DBE GOAL

The County utilized the two-step goal setting methodology detailed in 49 CFR 26.45. This methodology was discussed with stakeholders and detailed in the preliminary goal report.

IDENTIFICATION OF PROJECTS FOR FFY 2014-2016

The County first identified the anticipated FAA-assisted projects slated for FFY 2014-2016 to determine (1) the type of projects where DBE participation was possible and (2) the number of firms in the market, and the DBE qualified firms available in the relevant NAICS codes for inclusion in the baseline formula. The County's anticipated spend is shown in Table 2.

**TABLE 2
 ANTICIPATED FAA-ASSISTED EXPENDITURES FOR FFY 2014-2016**

FFY	Construction	Professional Services	Total Contractible Dollars
2014	\$13,595,400	\$3,414,600	\$17,010,000
2015	\$17,028,000	\$2,397,000	\$19,425,000
2016	\$50,106,400	\$9,426,600	\$59,533,000
TOTAL	\$80,729,800	\$15,238,200	\$95,968,000

SELECTION OF RELEVANT NAICS CODES

The selection of relevant NAICS codes for FFY 2014-2016 projects was based upon the anticipated design and construction projects as defined by Airport Engineering and Administration personnel. Table 3 displays the projects anticipated for this period. Actual projects undertaken are dependent upon available funding.

**TABLE 3
 ANTICIPATED AIRPORT IMPROVEMENT PROJECTS 2014- 2016**

	Construction Projects	2014	2015	2016
1	GMIA Airfield Safety Improvement	\$400,000	\$500,000	\$500,000
2	Airfield Pavement Rehabilitation	\$1,120,000	\$1,120,000	\$1,120,000
3	7L-25R Pavement Resurface	\$2,100,000		
4	LJT R/W & TW Rehabilitation	\$225,000		
5	GMIA Taxiway R & R3 Reconstruction	\$3,854,400	\$4,000,000	\$1,600,000
6	Security & Wildlife Deterrent Perimeter Fencing	\$291,000	\$303,000	\$309,000
7	GMIA Terminal Escalator Replace	\$650,000	\$650,000	
8	GMIA Sanitary Sewer Upgrade	\$300,000		
9	Noise Barrier Elements	\$495,000	\$495,000	
10	Ramp Electrification	\$4,160,000		
11	13-31 Pavement Resurface		\$2,600,000	
12	Perimeter Road Extension (South Maintenance)		\$3,000,000	
13	Boiler Replacement		\$320,000	
14	Runway Abrasive Materials Storage Building		\$2,240,000	
15	LJT New FBO Terminal		\$1,800,000	
16	13-31 & Taxiway S&Y Re-Cable & Relighting			\$1,300,000
17	Noise/Mini Ground Run-Up Enclosure (GRE)			\$80,000
18	Taxiway F Reconstruction			\$2,200,000
19	Replace Glass Skywalk			\$2,880,000
20	Parking Structure Preventative Maintenance Capital Repairs			\$606,400
21	Deicer Pads			\$11,260,000
22	Equipment Storage Building for Snow Plows			\$20,668,000
23	Development of Parking at Sixth Street – Phase II			\$1,311,000
24	Parking Structure Relighting			\$1,280,000
25	Noise/Aircraft Operational Study Implementation			\$260,000
26	Noise/Vacant Land Acquisition			\$520,000
27	Firehouse Garage Addition			\$1,372,000
28	Administration Building Addition			\$2,840,000
	TOTAL CONSTRUCTION PROJECTS	\$13,595,400	\$17,028,000	\$50,106,400
	Professional Services Projects			
1	GMIA Taxiway R & R3 Reconstruction	\$963,600	\$1,000,000	\$400,000
2	GMIA Terminal Expansion Study	\$200,000		
3	Noise Barrier Study	\$200,000		
4	Noise Monitor Study	\$1,851,000		
5	LJT New FBO Terminal	\$200,000		
6	Boiler Replacement		\$80,000	
7	Runway Abrasive Materials Storage Building		\$560,000	
8	Development of Parking at Sixth Street – Phase II		\$160,000	
9	Administration Building Addition		\$260,000	
10	Noise/Aircraft Operational Study		\$152,000	
11	Firehouse Garage Addition		\$185,000	
12	Noise/Mini Ground Run-Up Enclosure (GRE)			\$20,000
13	Replace Glass Skywalk			\$720,000

14	Parking Structure Preventative Maintenance Capital Repairs			\$151,600
15	Deicer Pads			\$2,815,000
16	Parking Structure Relighting			\$320,000
17	Phase 1 (Master Plan B-1) Central Terminal Modifications			\$5,000,000
	TOTAL PROFESSIONAL SERVICE PROJECTS	\$3,414,600	\$2,397,000	\$9,426,600
	Noise Mitigation Projects			
1	Phase II Mitigation Program	\$33,451,000	\$1,000,000	\$0

After identification of the projects the relevant NAICS Codes were selected for determining the number of ready, willing and able firms to be counted in the baseline calculation.

**TABLE 4
 RELEVANT NAICS CODES FOR FAA-ASSISTED PROJECTS**

TYPE OF PROJECT	NAICS CODES	DESCRIPTION
CONSTRUCTION	236220	Commercial Building Construction
	237110	Water & Sewer Line Construction
	237130	Power & Communication
	238110	Poured Concrete Foundation & Structure
	238120	Structural Steel & Precast Concrete
	238130	Framing
	238140	Masonry
	238150	Glass & Glazing
	238160	Roofing
	238190	Other Foundation, Structure&Bldg Exterior
	238210	Electrical
	238220	Plumbing, Heating and Air Conditioning
	238290	Other Bldg Equipment
	238310	Drywall & Insulation
	238320	Painting & Wall Covering
	238330	Flooring
	238340	Tile & Terrazzo
	238350	Finish Carpentry
	238390	Other Bldg Finishing
	238910	Site Preparation
	238990	All Other Specialty Trade
	327320	Ready-Mix Concrete Manufacturing
	332312	Fabricated Structural Steel Manufacturing
	423310	Lumber, Plywood, Millwork Wholesalers
	423320	Brick, Stone & Related Wholesalers
	423330	Roofing, Siding & Insulation Wholesalers
	423390	Other Construction Materials Wholesalers
	423610	Electrical, Wiring & Supplies Wholesalers
	423690	Other Electronic Parts Wholesalers
	423710	Hardware Wholesalers
	423720	Plumbing & Heating Wholesalers
	423730	Heating & Air-Conditioning Wholesalers
	423740	Refrigeration Supplies Wholesalers
	423810	Construction Equipment Wholesalers

	423830	Industrial Equipment Wholesalers
	423840	Industrial Supplies Wholesalers
	484110	General Freight Trucking, Local
	484121	General Freight Trucking, Long Distance
	484220	Specialized Freight Trucking, Local
	561730	Landscaping Services
	562910	Remediation Services
PROFESSIONAL SERVICES	541310	Architectural
	541320	Landscape Architectural
	541330	Engineering
	541340	Drafting
	541360	Geophysical Surveying & Mapping
	541370	Surveying & Mapping
	541380	Testing Laboratories
	541490	Other Specialized Design & Related
	541611	Administrative & General Management
	541613	Marketing Consulting
	541618	Other Management Consulting
	541620	Environmental Consulting
	541690	Other Scientific & Technical Consulting
	541820	Public Relations
	541840	Media Representatives
	541910	Market Research & Public Opinion Polling
	541990	Other Professional, Scientific & Technical

DATA SOURCES

In accordance with the provisions contained in Section 26.45, Milwaukee County used the best evidence available to determine the number of ready, willing and able DBE qualified and unqualified firms.

To obtain the **number of all available firms** the County used Census Bureau data on County Business Patterns. This information was obtained for each of the seven counties in Southeastern Wisconsin, as footnoted on Page 2.

To obtain the number of ready, willing and able DBE firms, the County used the Unified Certification Program Directory. The firms meeting the screening criteria described above were selected for inclusion in the baseline formula. The directories of other municipal and government agencies were employed to determine the availability of other small business entities currently qualified as “minority” and/or woman owned businesses in the region that could become DBE certified. The County was diligent in its review of these data sets to ensure that no duplicate firms were counted. The result is the total **number of qualified firms**.

The following resources served as the basis for development of the market availability numbers used to calculate the baseline goal numbers. Website information for these sources is listed in Appendix C of this report.

- United States of America Census Bureau Data on County Business Patterns
- Wisconsin Unified Certification Program (UCP) Directory of DBE Firms
- Wisconsin Department of Administration, Division of Enterprise Operations, State Supplier Diversity Business Certification Program Directory
- City of Milwaukee, Office of Small Business Development, Compliance Reporting and Certification System Directory

STEP-1: CALCULATION OF BASELINE GOAL

The following formula was used to calculate the baseline figure/goal:

$$\frac{\text{Number of Qualified firms in relevant NAICS Codes}}{\text{Number of Qualified \& Non-Qualified firms in relevant NAICS Codes}} = \text{Baseline Goal}$$

The results of application of this formula described above are displayed in Table 5.

**TABLE 5
 CALCULATION OF BASELINE GOAL FOR FAA-ASSISTED PROJECTS**

Firms	Construction	Professional Services	Aggregate Totals
QUALIFIED FIRMS	752	357	1109
NON-QUALIFIED FIRMS	4632	980	5612
ALL FIRMS	5384	1337	6721
QUALIFIED FIRMS	752	357	1109
Goal = -----	----- = 14.0%	----- = 26.7%	----- = 16.5%
ALL FIRMS	5384	1337	6721
Weighted Spend	$\frac{\$80,729,800}{\$95,968,000} = 84.1\%$	$\frac{\$15,238,200}{\$95,968,000} = 15.9\%$	
Effects of weighting on Goal Calculation	$0.140 \times 0.841 = 11.8\%$	$0.267 \times 0.159 = 4.2\%$	$0.118 + 0.042 = 16.0\%$

STEP-2: ADJUSTMENT TO BASELINE GOAL

Several factors were investigated in determining whether to adjust the baseline goal. After extensive review, the County decided to utilize only one factor. The level of DBE participation and accomplishment during the past three years (2010-2012) was selected due to its ability to provide quantitative and qualitative data.

Using this quantifiable data set, the effects of recent DBE achievement as an adjustment factor is translated into the following formula:

$$\frac{\# \text{ Qualified firms}}{\# \text{ Firms Available in Market}} = \text{Baseline Goal} + \text{Adjustment Factor} = \text{Adjusted Goal}$$

Applying this formula, the unweighted average of DBE availability in the market is 14.0% (in construction). This baseline was added to the median of recent participation figures for DBE firms on Construction projects during this period; 25.3%. The sum of these is 39.3%. The average of this figure is 19.7%.

For professional services, the same process results in a goal of 23.6%. The median attainment in the professional services arena is 20.5%. The baseline availability of 26.7% was the added to this, totaling 47.2%. This was then divided by two resulting in a goal of 23.6%.

**TABLE 6
 ADJUSTMENTS OF BASELINE BASED UPON RECENT DBE ACHIEVEMENTS**

Data Sets	Construction	Professional Services	Aggregate Average
Market Availability (a)	14.0	26.7	16.5
Average of 3-Yr Totals (b)	25.3	20.5	24.2
Sum (a + b)	39.3	47.2	40.7
SUM	39.3	47.2	40.7
Goal = -----	----- = 19.7%	----- = 23.6%	----- = 20.3%
2	2	2	2

The following table summarizes the County's review of the myriad factors affecting the ability of small businesses to participate on the projects anticipated during the period covered by this goal report. A more detailed summary of some of the material researched in regard to goal setting is included as Appendix C of this report.

**TABLE 7
 GOAL SETTING SUMMARY FOR FAA-ASSISTED PROJECTS**

	Construction	Professional Services	Overall Goal
1. Step-1 Market Availability	14.0%	26.7%	16.5%
2. Anecdotal Information on Discrimination	Assigning a numerical value to the effects of discrimination is a task beyond the capacity of County staff dedicated to goal setting, therefore this factor was not used to adjust the final goal.		
3. Statistical Disparities	Information presented by the University of Wisconsin – Milwaukee and other sources on the rate of minority and women business formation was considered but not incorporated into the adjustment of the final goals due to the difficulty of assigning a numerical value.		
4. DBE Achievements (See Table 6)	(DBE capacity as indicated by the last three years ² of DBE participation was a significant adjustment factor in obtaining the final goal.)		
	25.3%	20.5%	24.2%
➤ Adjusted Goal Percentages	19.7%	23.6%	20.3%

² See Appendix B (FAA DBE Payments for 2010-2012)

DETERMINATION OF RACE-NEUTRAL & RACE-CONSCIOUS COMPONENTS

To breakdown the overall goal into the race-neutral and race-conscious components the County relied on its past experience. The percentage of race-neutral and race-conscious overall goal components for FFY 2014-2016, is based on the County's analysis of its DBE achievements for 2010-12 on FAA projects. The average over-achievement can reasonably be used to determine the race-neutral component of the overall goal. Under-achievement is an indication that the race-conscious portion should constitute a larger component of the overall goal.

Using the rationale described above, the final overall goal was adjusted to show the race-neutral and race-conscious components as displayed in Table 1.

The County will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation in accordance with Section 26.51(f). The County will track and report race-neutral and race-conscious participation separately. For reporting purposes race-neutral includes, but is not limited to, the following: participation through a prime contract when obtained through customary competitive procurement procedures; participation through a subcontract on a prime contract that does not carry a goal; participation on a contract exceeding a contract goal; and participation through a subcontract from a prime contractor that did not consider the firm's status in making the award.

BREAKDOWN OF OVERALL GOAL INTO RACE-NEUTRAL & RACE-CONSCIOUS COMPONENTS

The DBE achievements during 2010-12 indicate that the median race-neutral attainment is 6.9% in construction and 1.7% in construction-related services, as evidenced in Appendix B. For FFY 2014-2016, it is anticipated that the overall race-neutral participation will mirror the successes of recent years. For this reason the race-neutral component of the overall goal for anticipated projects reflects past attainment, and results in 6.1%, as a weighted figure. The calculations of the race-neutral and race-conscious components of the overall goal are detailed in Table 1.

The annual overall goal stated in this report is the County's target for expending federal funds with DBE firms. Local market conditions and capacity of DBE firms in specific industry classifications at the time of award may yield differing results. The County will continue to report achievements in accordance with 49 CFR 26.11, and submit additional reporting as may be necessary to comply with the requirements of 26.47(c).

GOAL IMPLEMENTATION

CONTRACT GOALS

Following Section 26.51(e) (1) and (2) contract goals will be used to meet any portion of the overall goal that the County projects cannot be met through race-neutral participation. The County will assign contract goals only on those projects, which have subcontracting possibilities. In accordance with Section 26.51(e)(4) the County will also ensure that the assignment of contract goals will provide for the participation of all certified DBEs and will not be sub-divided into group specific goals.

The County, in compliance with Section 26.51(f), will continue to monitor DBE participation and will make necessary adjustments to ensure that the program is narrowly tailored.

The County expresses all contract goals as a percentage of the total contract amount; i.e., including local and federal funds.

GOOD FAITH EFFORTS

In accordance with Section 26.53, the County requires a bidder/proposer to submit a Certificate of Good Faith Efforts form, along with supporting documentation, in instances where the participation goal is not met.

In determining whether a bidder/proposer has demonstrated good faith in meeting the goal, the County follows the provisions detailed in Section 26.53. The County has implemented policy and procedures to provide administrative reconsideration to each bidder/proposer deemed not to have demonstrated good faith in meeting the goal, as detailed in its DBE Program Plan. As part of this administrative reconsideration, the bidder/proposer is afforded an opportunity to provide written documentation and/or verbal argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Administrative Reconsideration is afforded when a bidder/proposer does not concur with the determination of the good faith efforts review.

The Administrative Reconsideration consists of officials who did not participate in the original determination that the bidder/proposer demonstrated less than adequate good faith efforts to meet the goal.

COUNTING DBE PARTICIPATION

The County follows crediting and counting provisions contained in Section 26.55 to determine DBE participation on all projects on which DBE firms perform as a prime or sub-contractor/consultant.

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**APPENDIX B –
 FAA DBE PAYMENTS FOR 2010 – 2012**

	2010	2011	2012	2012 (NMP)	Total	Total w/NMP
Construction						
Payments to DBEs	\$3,696,405	\$4,472,709	\$3,961,418	\$2,940,026	\$12,130,532	\$15,070,558
• Race-Neutral	\$1,282,848	\$1,211,478	\$1,033,213	\$2,863,321	\$3,527,539	\$6,390,860
• Race-Conscious	\$2,413,557	\$3,261,231	\$2,928,205	\$76,705	\$8,602,993	\$8,679,698
Total Contract Payments	\$16,161,207	\$17,677,977	\$14,960,560	\$4,187,942	\$48,799,744	\$52,987,686
Overall DBE Goal	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
% DBE Achievement	22.9%	25.3%	26.5%	70.2%	24.9%	28.4%
• Race-Neutral	7.9%	6.9%	6.9%	68.4%	7.2%	12.1%
• Race-Conscious	14.9%	18.4%	19.6%	1.8%	17.6%	16.4%
% Difference	-2.1%	0.3%	1.5%	45.2%	-0.1%	3.4%
Professional Services						
Payments to DBEs	\$135,778	\$1,096,793	\$549,261		\$1,781,832	\$1,781,832
• Race-Neutral	\$37,100	\$22,533	\$55,961		\$115,594	\$115,594
• Race-Conscious	\$98,678	\$1,074,260	\$493,300		\$1,666,238	\$1,666,238
Total Contract Payments	\$316,519	\$5,361,450	\$3,372,442		\$9,050,411	\$9,050,411
Overall DBE Goal	25.0%	25.0%	25.0%		25.0%	25.0%
% DBE Achievement	42.9%	20.5%	16.3%		19.7%	19.7%
• Race-Neutral	11.7%	0.4%	1.7%		1.3%	1.3%
• Race-Conscious	31.2%	20.0%	14.6%		18.4%	18.4%
% Difference	17.9%	-4.5%	-8.7%		-5.3%	-5.3%
Overall Spend						
Payments to DBEs	\$3,832,183	\$5,569,502	\$4,510,679	\$2,940,026	\$13,912,364	\$16,852,390
• Race-Neutral	\$1,319,948	\$1,234,011	\$1,089,174	\$2,863,321	\$3,643,133	\$6,506,454
• Race-Conscious	\$2,512,235	\$4,335,491	\$3,421,505	\$76,705	\$10,269,231	\$10,345,936
Total Contract Payments	\$16,477,726	\$23,039,427	\$18,333,002	\$4,187,942	\$57,850,155	\$62,038,097
Overall DBE Goal	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
% DBE Achievement	23.3%	24.2%	24.6%	70.2%	24.0%	27.2%
• Race-Neutral	8.0%	5.4%	5.9%	68.4%	6.3%	10.5%
• Race-Conscious	15.2%	18.8%	18.7%	1.8%	17.8%	16.7%
% Difference	-1.7%	-0.8%	-0.4%	45.2%	-1.0%	2.2%

APPENDIX C – MARKET AVAILABILITY DATA SOURCES

- United States of America Census Bureau Data on County Business Patterns
<http://www.census.gov/econ/cbp/>
- Wisconsin Unified Certification Program (UCP) Directory of DBE Firms
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- Wisconsin Department of Administration, Division of Enterprise Operations, State Supplier Diversity Business Certification Program Directory
<http://wisdp.wi.gov/search.aspx>
- City of Milwaukee, Office of Small Business Development, Compliance Reporting and Certification System Directory
<https://milwaukee.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=milwaukee&XID=5625>

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

7

DATE: August 22, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM: David Cialdini, Real Estate Agent, DAS-Economic Development

SUBJECT: Purchase proposal from the City of West Allis on a County-owned vacant lot at 6215 W National Avenue

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 an unsolicited offer to purchase from the city of West Allis for a vacant parcel of land located at 6215 W National Ave in West Allis in the amount of \$31,800. The history of this parcel was that it was acquired by the County through INREM tax foreclosure. The parcel was then removed from the County Disposition Plan by Supervisor Weishan (file No. 12-214) and thus was never declared as excess property. The Supervisors intent for this was to see the property end up with the City and be used as public parking for the Downtown business district.

Due to Resolution File No. 01-107, the County Board would need to authorize the Department of Economic Development permission to convey this property to the City of West Allis. As the city is currently assessing storm-water management fees to all County owned properties within the municipality, the actual sale of the property would be contingent upon a completed and signed agreement between the County and West Allis ending the assessment of these fees. Talks between West Allis Administration and the County (Economic Development and Parks) suggests an agreement will soon be made.

An appraisal on the property was conducted by the County in April, 2012 with an attached value of \$37,000. The property had formerly been a restaurant, but was razed by order of the City of West Allis due to a roof collapse. The land is now vacant and considered in good condition.

In addition to their offer, the City of West Allis also provided the County an appraisal which they had performed on the property. That Appraisal, dated June 16, 2013 attached a value of \$31,800. The West Allis offer is based off this appraisal. City officials have stated they intend to use this parcel as public parking for residents and patrons in the downtown area.

RECOMMENDATION

Approval to work with the City of West Allis and acceptance of their offer is recommended. Previous meetings with Mayor Dan Devine and other city administrators makes the department of Economic Development optimistic that the storm-water fee conflict will soon be resolved. The offer is 86% of the County Appraised value and contains no other contingencies. It is recognized that adding this parcel will help alleviate the parking shortage currently experienced by the downtown business district and thus strengthen the overall economic area.



David Cialdini, Real Estate Agent
Department of Administrative Services-Economic Development

Attachments: (A): Map of the Parcel, (B): Offer to purchase, (C): Cover letter from West Allis officials, (D): Copy of County Ordered Appraisal, (E): West Allis Ordered Appraisal

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
Teig Whaley-Smith, Economic Development Director
Barbara Pariseau, Senior Executive Assistant, DAS

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(ITEM *) A resolution to designate a vacant land parcel at 6215 W National Avenue in the City of West Allis as excess property and authorize Economic Development to sell said property to the City of West Allis

A RESOLUTION

WHEREAS, the Real Estate Section of the Economic Development Division of the Department of Administrative Services received an offer to purchase on a County-owned property located at 6215 W National Avenue (Tax Key 454-0073-001) from the City of West Allis; and

WHEREAS, Milwaukee County has taken ownership of the commercial lot due to unpaid property taxes; and

WHEREAS, The lot currently has an undesignated use and is not part of any current disposition plan; and

WHEREAS, the lot located at 6215 W National Ave. is zoned commercial and is situated in the West Allis downtown district, which consists of Commercial and Residential developments; and

WHEREAS, Representatives from West Allis have a desired interest in acquiring the property in an effort to alleviate the parking shortage that local businesses are experiencing in the downtown area; and

WHEREAS, the City of West Allis is currently assessing storm-water management fees to County Owned properties within the municipality and thus restricted from purchasing property from the County; and

WHEREAS, the conveyance of this property would be contingent upon West Allis signing an agreement which would end all future fees and assessments on County Property in the municipality; and

WHEREAS, the property has been valued by an independent appraiser at \$37,000; and

WHEREAS, The City of West Allis has submitted an offer to purchase in the amount of \$31,800; now, therefore,

BE IT RESOLVED, that the Department of Administrative Services – Economic Development division is authorized to declare said parcel as excess property and be allowed to enter into a sale agreement with the City of West Allis.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 22, 2013

Original Fiscal Note x

Substitute Fiscal Note

SUBJECT: Authorization to sell County owned excess property at 6215 W National Ave, West Allis 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.
- 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 vacant Commercial Lot at 6215 W National Ave in West Allis was acquired by the Milwaukee County Treasurer through foreclosure because of non payment of real estate taxes. Economic Development has received an offer to purchase from the City of West Allis in the amount of \$31,800. 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.



6215 W National Ave - West Allis

Attachment A



Legend

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

1:1,381



230 0 115 230 Feet

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

Notes

Enter Map Description

WB-13 VACANT LAND OFFER TO PURCHASE

- 1 **LICENSEE DRAFTING THIS OFFER ON** _____ **[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, City of West Allis
4 _____, offers to purchase the Property
5 known as [Street Address] 6215 West National Avenue
6 in the City of West Allis, County of Milwaukee, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 **PURCHASE PRICE:** Thirty-One Thousand, Eight Hundred
9 _____ Dollars (\$ 31,800.00).
10 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ 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 the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None
16 _____
17 _____
18 **NOT INCLUDED IN PURCHASE PRICE:** N/A
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 **ZONING:** Seller represents that the Property is zoned: C-3 and RB-2
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before September 30, 2013. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): David Cialdini, Real Estate Agent, Dept. of Admin. Services
41 Buyer's recipient for delivery (optional): John F. Stibal, Director of Development, Dept. of Dev.
42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (_____) _____
44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: City Campus, Room 337
50 Delivery address for Buyer: West Allis City Hall, 7525 W. Greenfield Ave, West Allis, WI
51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): dcialdini@milwcnty.com
56 E-Mail address for Buyer (optional): jstibal@westalliswi.gov
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

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

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated REPORT EXEMPT, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE
 67 and Buyer purchases property in its "as is" condition with no warranty or guarantee as to
 68 the suitability of subsoil conditions for the building or structures.

69 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

70 **CLOSING** This transaction is to be closed no later than October 16, 2013
 71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
 77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

84 Tax exempt for 2013 per WI. Stats.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

160 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

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

307 _____
308 _____

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

314 **N/A ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned **C-3 and RB-2**
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

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

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

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

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

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

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

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

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

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

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

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and _____
 424 _____
 425 _____
 426 _____

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Acceptance of this Offer and sale of property is
 459 subject to the approval of the Milwaukee County Board of Supervisors and the County
 460 Executive. Buyer is responsible for any and all costs associated with the permit and
 461 "hook-up" of all utilities related to the development of subject property. Buyer is
 462 responsible for the cost of any environmental testing, if desired, and shall not hold
 463 Seller responsible for any contamination found on property.
 464 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 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
524 or (b) Seller does not timely deliver the written notice of election to cure.

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] _____

536 _____ on _____

537 (x) John F. Stibal John F. Stibal 7-2-13
538 Buyer's Signature ▲ Print Name Here ▶ City of West Allis Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

542 _____ Broker (By) _____

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

546 (x) _____
547 Seller's Signature ▲ Print Name Here ▶ Milwaukee County Date ▲

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

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

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



DEPARTMENT OF DEVELOPMENT
John F. Stibal

414/302-8460
414/302-8401 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.westalliswi.gov
jstibal@westalliswi.gov

July 2, 2013

Mr. David Cialdini, Real Estate Agent
Milwaukee County
Department of Administration Services
City Campus, Room 337
2711 W. Wells St.
Milwaukee, WI 53208

RE: 6215 W. National Avenue

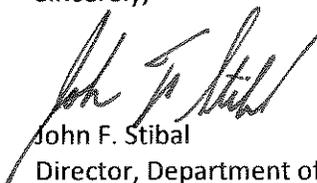
Dear Mr. Cialdini:

Enclosed is an offer from the City of West Allis to purchase the property at 6215 W. National Avenue (454-0073-001) in the amount of \$31,800. Recorded title indicates that the vested ownership is with Milwaukee County. The current condition of the property is vacant following an Order to Raze or Repair, dated August 24, 2009.

On June 6, 2013, the City of West Allis obtained a Summary Appraisal Report conducted by Single Source that indicated a value of \$31,800. A copy of the appraisal is enclosed for your review. The City of West Allis is interested in the parcel to construct a public parking lot to support the revitalization of the commercial neighborhood. Funding for this project has been allocated under the City's Community Development Block Grant Program.

If you should have any questions or comments pertaining to this offer or project, please feel free to call my office or speak with Patrick Schloss, Community Development Manager at (414) 302-8468.

Sincerely,



John F. Stibal
Director, Department of Development

Enclosures

cc: Jill Didier, Econ Development Coordinator, Milw. Cty.
Supervisor John Weishan, 16th District
Patrick Schloss, Community Development Manager

McCARTAN APPRAISAL CO., LTD.

File No. 39626a

April 24, 2012

Intended User: Milwaukee County Use: Potential Sale
2711 W. Wells Street-3rd Floor
Milwaukee, WI 53208

File Number: 39626a

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

6215 W. National Avenue
West Allis, WI 53214-5049

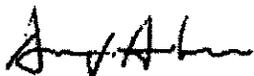
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.
The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of March 7, 2012 is:

\$37,000
Thirty-Seven Thousand Dollars

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

Respectfully submitted,



Don J. Hooker
Wisconsin Certified General Appraiser #12-10

LAND APPRAISAL REPORT

File No. 39626a

SUBJECT	Property Address 6215 W. National Avenue		Census Tract		LENDER DISCRETIONARY USE	
	City West Allis		County Milwaukee		State WI Zip Code 53214-5049	
	Legal Description Liberty Heights Lots 3 & 10 Block 3				Sale Price \$ _____	
	Owner/Occupant Milwaukee County (Vacant Commercial Site)				Date _____	
	Map Reference S9 W62				Mortgage Amount \$ _____	
	Sale Price \$ _____ Date of Sale _____				Mortgage Type _____	
Loan charges/concessions to be paid by seller \$ _____				Discount Points and Other Concessions _____		
R.E. Taxes \$ 1,662.92 Tax Year 2011 HOA \$/Mo. _____				Paid by Seller \$ _____		
Lender/Client Intended User: Milwaukee County Use: Potential Sale				Source _____		
2711 W. Wells Street-3rd Floor, Milwaukee, WI 53208						

NEIGHBORHOOD	LOCATION			NEIGHBORHOOD ANALYSIS																																																																				
	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.			<table border="1"> <tr> <th></th> <th>Good</th> <th>Avg.</th> <th>Fair</th> <th>Poor</th> </tr> <tr> <td>Employment Stability</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Recreation Facilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Facilities</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Cond.</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Police & Fire Protection</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>					Good	Avg.	Fair	Poor	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police & Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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GROWTH RATE			PRICE AGE																																																																					
PROPERTY VALUES			(\$/Sq. Ft.) (yrs)																																																																					
DEMAND/SUPPLY			90 Low 40																																																																					
MARKETING TIME			150 High 100+																																																																					
PRESENT LAND USE %			Predominant																																																																					
Single Family 30%			125 - 60-70																																																																					
2-4 Family 10%																																																																								
Multi-Family 5%																																																																								
Commercial 50%																																																																								
Industrial _____																																																																								
Vacant 5%																																																																								

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: The subject is located in the eastern portion of the City of West Allis. The neighborhood consists of a mixture of commercial properties along the arterials with single family properties adjacent.

SITE	Dimensions Irregular - Please See Plat Attached			Topography Basically Level																																										
	Site Area 10,652 Sq.Ft. +/-			Size Typical For Area																																										
	Zoning Classification C-1, Central Business District			Shape Irregular																																										
	HIGHEST & BEST USE: Present Use Vacant Site			Drainage Appears Adequate																																										
	Other Use Commercial			View Commercial																																										
	<table border="1"> <tr> <th>UTILITIES</th> <th>Public</th> <th>Other</th> <th>SITE IMPROVEMENTS</th> <th>Type</th> <th>Public</th> <th>Private</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street</td> <td>Asphalt</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Curb/Gutter</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td>Concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street Lights</td> <td></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storm Sewer</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Alley</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private	Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>		Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>		Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>		Street Lights		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm Sewer	<input checked="" type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping None Driveway None Apparent Easements Typical Utility FEMA Flood Hazard Yes* <input type="checkbox"/> No <input checked="" type="checkbox"/> Zone C FEMA* Map/Zone 55079C-0088E (11/18/2008)
UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private																																								
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Comments (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): There are no apparent adverse easements or encroachments which would impact the marketability of the subject property.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	6215 W National West Allis	10635 W. Greenfield Avenue West Allis	11400 W. Oklahoma Avenue West Allis	909 S. 70th Street West Allis
Proximity to Subject		2 Miles +/-	3 Miles +/-	4 Miles +/-
Sales Price	\$ _____	\$ 800,000	\$ 800,000	\$ 200,000
Price/ Sq. Ft.	\$ _____	\$ 7.96	\$ 7.16	\$ 5.41
Data Source		Sales Date Service/Assessor	Sales Date Service/Assessor	Sales Date Service/Assessor
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		Conventional	Conventional	Conventional
Date of Sale/Time	February 2012	September, 2010 -1.83	April, 2007 -2.14	March, 2005 -1.64
Location	Suburban	Suburban	Suburban	Suburban
Site/View	Commercial	Commercial	Commercial	Commercial
Size	10,652 SF	100,449 SF 1.00	111,718 SF 1.00	36,950 SF 0.50
Zoning	C-1, Commercial	C-3, Commercial -2.00	C-4, Commercial -2.00	C-1, Commercial
Access/Visibility	Good/Average	Good/Good -1.00	Good/Good -1.00	Good/Good -1.00
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 3.83	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 4.14	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 2.14
Indicated Value of Subject		Gross: 73.2 Net: -48.1 \$ 4.13	Gross: 85.8 Net: -57.8 \$ 3.02	Gross: 58.0 Net: -39.6 \$ 3.27

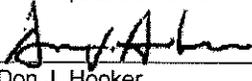
Comments of Sales Comparison: The comparable sales adjustment grid indicates a range of \$3.02 to \$4.13 per square foot for vacant commercial sites in the Cities of West Allis and Wauwatosa.

Comments and Conditions of Appraisal:

Final Reconciliation: It is our opinion that the market value of the subject site is \$3.50 per square foot or \$37,000 (10,652 SF x \$3.50/SF = \$37,282, rounded to \$37,000).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF **March 7, 2012** to be \$ **37,000**

I (we) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(s)  Review Appraiser _____ (if applicable) Did Did Not Inspect Property

ADDENDUM

Borrower:	File No.: 39626a	
Property Address: 6215 W. National Avenue	Case No.:	
City: West Allis	State: WI	Zip: 53214-5049
Lender: Intended User: Milwaukee County Use: Potential Sale		

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

COMMENTS ON SALES COMPARISON:

The selection of comparable sales data is a sifting and winnowing process in which trade-offs frequently must be made in determining the most relevant sales among those available. In some cases, the overall similarity of the comparable is more important than its proximity or sale date. Conversely, close proximity and recency of sales, or other factors may outweigh other important considerations such as overall similarity. In the absence of perfect data, concessions often must be made which result in the use of sales requiring adjustments exceeding 10%, having distances of greater than one mile and selling dates in excess of six months time.

All noted comparable sales are settled to the best of the appraiser's knowledge unless otherwise noted. Verification is with Wire Data, realtors, the multiple listing service, sellers, buyers and public records.

Exposure time would be approximately 3 months.

COMPLIANCE:

Our appraisal was prepared to conform with the guidelines under Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 and the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Foundation.

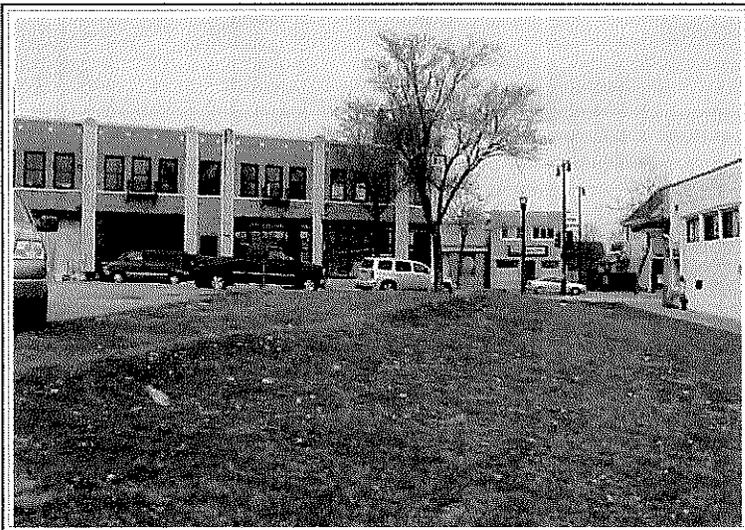
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 39626a	
Property Address: 6215 W. National Avenue	Case No.:	
City: West Allis	State: WI	Zip: 53214-5049
Lender: Intended User: Milwaukee County Use: Potential Sale		

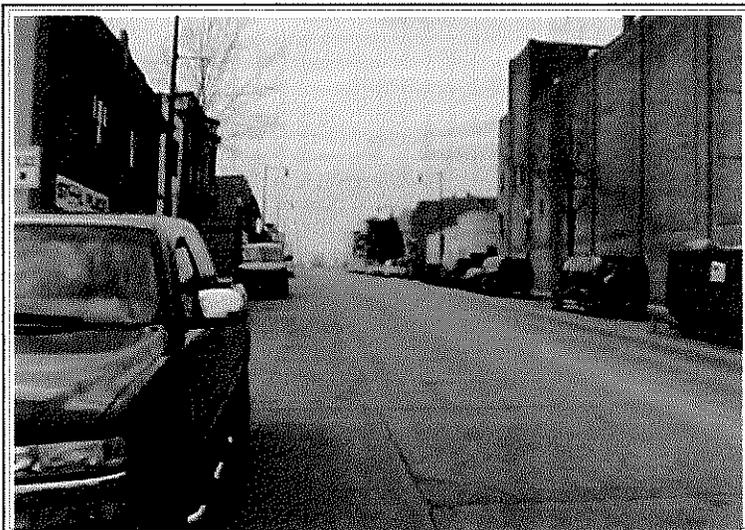


**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: March 7, 2012
Appraised Value: \$ 37,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

Borrower	File No. 39626a		
Property Address 6215 W. National Avenue			
City West Allis	County Milwaukee	State WI	Zip Code 53214-5049
Lender Intended User: Milwaukee County Use: Potential Sale			

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My 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.
- My analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- Unless otherwise indicated, I have performed no services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

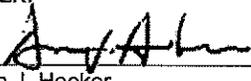
Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Scope of Work:

This appraisal is for the use of named client/intended user(s); furthermore, this appraisal is a summary report for the purpose of providing an opinion of market value for the intended use potential sale. The Appraiser has/is a) Inspected the subject property to note the characteristics of the property that are relevant to its valuation. b) Considered the Cost, Sales Comparison and Income Approaches to value and investigated available market data for use in the applicable sales comparison approach to value. The Cost and Income Approaches are not applicable to Vacant Land. - - The appraiser's investigations include research of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and expanded until the appraiser has retrieved data sufficient (in the appraiser's opinion) to estimate market value. Researched sales were viewed and the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem. c) Investigated and analyzed any pertinent easements or restrictions, on the fee simple ownership of the subject property. d) Analyzed the data found and reach conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above. e) Prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal practice as promulgated by the Appraisal Foundation, the Code of Professional Ethics and Certification Standard of the Appraisal Institute and the Federal Institutions Reform, Recovery and Enforcement Act (FIRREA). f) Not responsible for ascertaining the existence of any toxic waste or other contamination present on or off the site. The appraiser will, however, report any indications of toxic waste or contaminants that may affect value if they are readily apparent during appraiser's investigations. Appraiser cautions the user of the report that appraiser is not expert in such matters and that appraiser may overlook contamination that might be readily apparent to parties who are experts in such matters. g) Prepared a Summary Appraisal Report, as defined in USPAP, which will include photographs of the subject property, descriptions of the subject neighborhood, the site, any improvements on the site, a description of the zoning, highest and best uses analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property and other data deemed by the appraiser to be relevant to the assignment.

APPRAISER:

Signature: 

Name: Don J. Hooker

Date Signed: April 24, 2012

State Certification #: General #12-10

or State License #: _____

State: WI

Expiration Date of Certification or License: 12/14/13

Effective Date of Appraisal: March 7, 2012

SUPERVISORY APPRAISER (only if required):

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser inspection of Subject Property:

Did Not Exterior-only from street Interior and Exterior

Limiting Conditions

Borrower:	File No.: 39626a
Property Address: 6215 W. National Avenue	Case No.:
City: West Allis	State: WI Zip: 53214-5049
Lender: Intended User: Milwaukee County Use: Potential Sale	

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has made no survey of the property and assumes no responsibility in connection with such matters. Any building sketch or identified survey of the property included in this report is only for the purpose of assisting the reader to visualize the property.
3. The appraiser believes the legal description, as given, to be correct; however, the appraiser makes no guarantees in this matter.
4. The appraiser has not based this appraisal upon the completion of projected public improvements, unless otherwise stated.
5. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

Should the Client request the attendance of the Appraiser at conference for the purpose of discussing certain aspects of the appraisal report, additional compensation shall be paid for such time spent by the Appraiser in conference at the rate of \$75.00 per hour. In the event a revision of the appraisal report is necessary through the fault of the Appraiser, such revisions and corrections shall be made as part of the fee herein established. However, if the Client requires additional work on the part of the appraiser, the Appraiser shall be paid at the hourly rate established in this paragraph. Conferences shall be held at a reasonable time and at the convenience of the Appraiser, Client and/or Counsel.

That the appraiser, herein by reason of this appraisal, is not required to give testimony or appear in court or any pre-trial conference or appearance required by subpoena with reference to the property in question, unless arrangements have been made previously. In addition, a fee of \$125.00 per hour must be paid by the Client for such appearances and the preparation necessitated thereby, with a minimum fee of \$350.00.

6. Opinion and estimates expressed herein represent our best judgment but should not be construed as advice or recommendations to act. Any actions taken by you, the Client, or any others should be based on your own judgment and the decision process should consider many factors other than just the value estimate.
7. The appraiser has noted in the appraisal report any adverse conditions observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
8. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
9. The appraiser must provide his or her prior written consent before the client and/or intended user(s) specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than said client and/or intended user(s) without prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The report is subject to the form utilized, the scope indicated and the limiting conditions contained herein.
11. The effective date of the appraisal is the date on inspection unless otherwise indicated in the report.
12. The appraiser's work file and a copy of the appraisal report are retained for five years as conforms to USPAP.
13. This report acknowledges any previous sales of subject within three years of report or previous sales of comparables within one year of sale of comparable utilized (if any).
14. Comments regarding zoning are intended to be generalized and any detailed analysis is beyond the scope of the appraisal.
15. No obvious adverse site characteristics or locational characteristics were noted unless stated in the report. It should be noted that discovery of these attributes often requires specialized training, equipment or information access that is beyond the scope of this appraisal.
16. Available flood maps been viewed; however, these maps are vague and, therefore, inadequate to definitively determine flood hazard. Accurate specific determination is beyond the scope of this appraisal.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

Limiting Conditions

Borrower:	File No.: 39626a
Property Address: 6215 W. National Avenue	Case No.:
City: West Allis	State: WI Zip: 53214-5049
Lender: Intended User: Milwaukee County Use: Potential Sale	

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

Appraiser's certification: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales-comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which may or may not apply, as specified and related in the appraisal report and Additional Comments addendum. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and viewed the properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. To the best of my knowledge and belief, I have not performed any prior service regarding the subject property, as an appraiser, or in any other capacity, within the 3-year period immediately preceding acceptance of this appraisal assignment.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 6215 W. National Avenue, West Allis, WI / Ref #39626a

APPRAISER: _____ **SUPERVISORY APPRAISER (only if required)** _____

Signature:  Signature: _____

Name: Don J. Hooker Name: _____

Date Signed: April 24, 2012 Date Signed: _____

State Certification # General #12-10 State Certification # _____

State: Wisconsin State: _____

Expiration date of Certification or License: December 14, 2013 Expiration date of Certification or License: _____

____ Did ____ Did Not Inspect Property

Qualifications

Borrower:	File No.: 39626a	
Property Address: 6215 W. National Avenue	Case No.:	
City: West Allis	State: WI	Zip: 53214-5049
Lender: Intended User: Milwaukee County Use: Potential Sale		

QUALIFICATIONS
DON J. HOOKER

EDUCATION:

Bachelor of Science in Economics, University of Wisconsin
Graduate Work in Economics, University of Wisconsin - Milwaukee
SREA Course 101, University of Wisconsin Extension - Milwaukee
SREA Narrative Report Writing Seminar, University of Wisconsin - Madison
SREA Course 201, University of Wisconsin - Parkside
SREA R-2 Examination, University of Wisconsin - Madison
SREA Report Writing Seminar, University of Wisconsin - Madison
SREA Condominium Appraisal Seminar, University of Wisconsin - Madison
SREA Tax Considerations in Real Estate Transactions, University of Wisconsin - Madison
SREA Mobile Home Appraisal
University of Wisconsin - Madison, Contemporary Real Estate Financial Analysis for Mortgage Loans and Equity Investments in Income Properties
University of Wisconsin - Madison, Project Cost-Benefit Analysis
University of Wisconsin - Madison, EDUCARE Seminar
University of Wisconsin - Extension, Assessment Challenges Seminar
University of Wisconsin - Milwaukee, Graduate School of Business, Valuation of Real Estate
Wisconsin Department of Revenue, Basic Property Tax Course
IAAO, In-house Revaluation Project Management
Uniform Standards of Professional Practice
American Management Association, Phase One Management Seminar
Appraisal Institute, FHA and the Appraisal Process

EXPERIENCE:

Appraiser -- Actively engaged in the valuation of residential and commercial real estate
Active in Real Estate Appraisal in Milwaukee, Washington, Ozaukee and Waukesha Counties

City Assessor, City of Green Bay, Wisconsin. Responsible for the Assessor's Division of the City's Finance Department for ten years.

CREDENTIALS/MEMBERSHIPS/AFFILIATIONS:

Qualified Expert Witness -- Waukesha County, Brown County
State of Wisconsin Certified General Appraiser #12-10
Wisconsin Certified Assessor -- Level II



SUMMARY APPRAISAL REPORT

OF A

Vacant Land Parcel

Located at 6215 West National Avenue
West Allis, Milwaukee County, Wisconsin

DATE OF VALUE

June 6, 2013

PREPARED FOR

Mr. John F. Stibal
Director – West Allis Department of Development
West Allis City Hall
7525 W Greenfield Ave, Room 220
West Allis, WI 53214

PREPARED BY

SINGLE SOURCE, INC.



SINGLE SOURCE

Turnkey Services for Eminent Domain

June 21, 2013

Mr. John F. Stibal
Director – West Allis Department of Development
West Allis City Hall
7525 W Greenfield Ave, Room 220
West Allis, WI 53214

RE: 6215 West National Avenue, West Allis, Wisconsin

Dear Mr. Kitzman:

At your request and authorization, Single Source, Inc. has prepared a Summary Appraisal Report of the “as is” market value of the fee simple estate in the referenced real property.

The subject property is an unimproved vacant land parcel located along the south side of West National Avenue in the City of West Allis, Milwaukee County, Wisconsin. The property is specifically located at 6215 West National Avenue.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter.

It is estimated that the “as is” market value of the fee simple estate in the subject property, as of June 6, 2013 is:

THIRTY ONE THOUSAND EIGHT HUNDRED DOLLARS
(\$31,800)

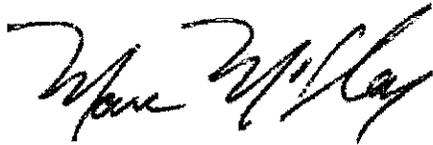
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) and requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if Single Source, Inc. can be of further service, please do not hesitate to contact us.

Respectfully submitted,

SINGLE SOURCE, INC.

by:



Marc McSorley
Principal
Wisconsin General Certified Appraiser No. 594-010
Expiration Date: 12/14/13



Kevin Crary
Associate Appraiser

Summary of Salient Facts

Property Owner: Milwaukee County

Property Location: 6215 West National Avenue, City of West Allis, Milwaukee County, Wisconsin

Owner Address: 901 North 9th Street
Milwaukee, Wisconsin 53233-1425

Property Size and Type: According to the Milwaukee County property information web site the subject site is a 0.2433-acre or 10,598 square foot vacant land parcel. The parcel is improved with an asphalt parking lot along the west property line.

Assessor Parcel Number: 454-0073-001

Property Type: Commercial

Five Year Sales History: According to the West Allis Assessor's Office, Milwaukee County appears to have obtained this land on January 12, 2012 due to back taxes owed. To our knowledge the subject is not currently listed for sale.

Current Zoning: C-3, Community Commercial District and RB-2, Residence District

Flood Plain: Zone X (Map Panel 55079C0088E – panel not printed)

Highest and Best Use

As Vacant: Commercial Development

Property Rights Appraised: Fee Simple Estate

Date of Value: June 6, 2013

Date of Inspection: June 6, 2013

Total Land Area: 0.2433-acre or 10,598 square feet

Estimated Exposure Time: 12 to 24 months

Valuation

Sales Comparison Approach: \$31,800

Concluded Market Value: \$31,800

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ADDENDA

- A Glossary of Terms
- B Subject Photographs
- C Comparable Land Sales
- D Zoning Map & Code
- E Flood Plain Map
- F Legal Description
- G Qualifications

INTRODUCTION

PROPERTY IDENTIFICATION

The subject property is located along the south side of West National Avenue, just west of South 62nd Street in the City of West Allis, Milwaukee County, Wisconsin. The property is specifically located at 6215 West National Avenue.

According to the County of Milwaukee property information web site the subject site is a 0.2433-acre or 10,598 square foot vacant land parcel.

OWNERSHIP AND PROPERTY HISTORY

The current owner of the subject property is Milwaukee County. According to the West Allis Assessor's Office, Milwaukee County appears to have obtained this land on January 12, 2012 due to back taxes owed. To our knowledge the subject is not currently listed for sale.

DATES OF INSPECTION, VALUATION, AND REPORT

Date of Inspection:	June 6, 2013
Date of Value:	June 6, 2013
Date of Report:	June 21, 2013

INTENDED USE, USERS AND CLIENT OF THE APPRAISAL

This appraisal is for acquisition purposes. This report may be relied upon by the City of West Allis (client) and its successors and assigns. The report may not be relied upon by any rating agencies involved in rating securities secured by or representing an interest. This report may not be used in connection with materials offering for sale or an interest in the property and in presentations to any rating agency. With respect to the foregoing, the report speaks only as of the origination date of this report unless specifically updated through a supplemental report.

SCOPE OF WORK

The Appraiser;

- a). Inspected the subject property to note the characteristics of the property that are relevant to its valuation;
- b). Investigated available market data for use in cost, sales comparison, and income approaches to value. The appraiser's investigations include research of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and expanded until the appraiser has retrieved data sufficient (in the appraiser's opinion) to estimate market value. Researched sales were viewed and the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process.
- c). Investigated and analyzed any pertinent easements or restrictions, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title

- report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions.
- d). Analyzed the data found and reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(s) identified above;
 - e). Prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal practice as promulgated by the Appraisal Foundation, the Code of Professional Ethics and Certification Standard of the Appraisal Institute and the Federal Institutions Reform, Recovery and Enforcement Act (FIRREA);
 - f). Is not responsible for ascertaining the existence of any toxic waste or other contamination present on or off the site. The appraiser will, however, report any indications of toxic waste or contaminants that may affect value if they are readily apparent during appraiser's investigations. Appraiser cautions the user of the report that appraiser is not expert in such matters and that appraiser may overlook contamination that might be readily apparent to parties who are experts in such matters.
 - g). Prepared a Summary Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, any improvements on the site, a description of the zoning, highest and best use analysis, as summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in appraiser's files.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS

The following steps were completed by Single Source, Inc. for this assignment:

1. Analyzed regional, city, neighborhood, site, and improvement data.
2. Inspected the subject and the neighborhood.
3. Reviewed data regarding taxes, zoning, utilities, easements, and city services.
4. Considered comparable improved sales, comparable improved building rental information, and comparable site sales. Confirmed data with principals, managers, or real estate agents representing principals, unless otherwise noted.
5. Analyzed the data to arrive at conclusions via each approach to value used in this report.
6. Reconciled the results of each approach to value employed into a probable range of market data and finalized an estimate of value for the subject, as defined herein.
7. Estimated a reasonable exposure time associated with the value estimate.

The subject site and improvement descriptions are based on a personal inspection of the property, conducted on June 6, 2013 and a review of the relevant plat maps and site plans.

APPRAISAL FORMAT

This appraisal, in Summary Report format, is intended to comply with the reporting requirements set forth under USPAP. This report includes thorough descriptions of the site and the market area of the subject. The value conclusion reflects all known information and data regarding the subject land, considers the location of the property and current market conditions. This report incorporates a presentation of data, practical explanation of data, the reasoning and analysis that are used to develop our opinions.

MARKET VALUE

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and

knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

TERMS AND DEFINITIONS

Please refer to the Addenda for a Glossary of the Terms and Definitions that are, and may be used in this appraisal.

PROPERTY RIGHTS APPRAISED

Fee Simple Estate.

SPECIAL APPRAISAL INSTRUCTIONS

There have been no special appraisal instructions.

COMPETENCY OF THE APPRAISER

The key personnel of Single Source, Inc. are uniquely qualified for this appraisal assignment having appraised many similar properties over the past 22 years. No additional steps were required to meet the Competency Rule under USPAP.

MARKETING PERIOD

Marketing period is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

- statistical information about days on the market;
- information gathered through sales verification;
- interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Marketing time is different for various types of real estate and under various market conditions.

Marketing period is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but adequate, sufficient, and reasonable marketing effort. Marketing period and appraisal

conclusion of value are therefore interrelated. In consideration of these factors, we have analyzed the following:

- exposure periods of comparable sales revealed during the course of this appraisal;
- knowledgeable market professionals.

The following table presents the information derived from these sources:

Marketing Period Information		
Data Source	Exposure Time (Months)	
	Range	Average
Comparable Sales Data	6-24	18
Local Market Professionals	6-18	12
Compiled By: Single Source, Inc.		

Based on the foregoing analysis, a marketing period of between twelve and twenty four months is reasonable, defensible, and appropriate due to the special circumstances involved with the subject property. Single Source, Inc. assumes that the subject property would have been competitively priced and aggressively promoted locally. Estimating a marketing period is based on uncertain business conditions. The marketing period for the subject is contingent on several factors including the current supply and demand for similar land, interest rates, and the scope and skill of the marketing effort.

EXPOSURE TIME

The concept of market value assumes the hypothetical sale of a property given reasonable exposure on the market. Further, the exposure time is presumed to proceed the effective date of the appraisal. Exposure time is defined in Uniform Standards of Professional Appraisal Practice ("USPAP") Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Market Value Estimates" as:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. The best estimate of exposure time is a function of price, time, use, and current market conditions for the cost and availability of funds. This is seen as an integral part of the appraisal process and the estimate of market value.

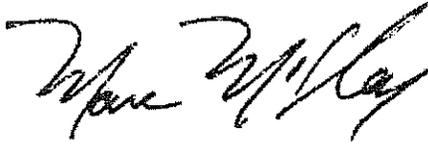
In estimating the length of time the property would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of this appraisal, we considered information gathered on comparable sales and historical and current market conditions. According to real estate investment publications, typical buyers and sellers of commercial and residential properties are private investors. After analyzing the above factors, we believe the reasonable exposure time anticipated to sell a completed property similar to the subject property, at the estimated market value, would have been twelve and twenty four months.

CERTIFICATION OF THE APPRAISERS

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. This appraisal has been made in conformity with appropriate Wisconsin Statutes, regulations, policies and procedures applicable to the appraisal of right of way. To the best of our knowledge, no portion of the value assigned to this property consists of items that are non-compensable under Wisconsin laws.
3. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions, and conclusions.
4. We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
5. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, such as the approval of a loan.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute and the Relocation Assistance and Real Property Acquisition Policy Act of 1970.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Marc McSorley has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
10. Marc McSorley has completed the requirements of the continuing education program for Wisconsin State Certification.
11. No one provided professional real property appraisal assistance to the persons signing this report.
12. Marc McSorley and Kevin Crary have extensive experience in the appraisal/review of similar property types.
13. Marc McSorley is currently certified in the state where the subject is located.
14. We have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency and will not do so until authorized by the said officials, or until we are required to do so by due process of law, or until we are released from this obligation by having publicly testified to such findings.
15. Marc McSorley and Kevin Crary inspected the subject property unaccompanied on June 6, 2013. We have made a field inspection of the sales relied on in making this appraisal. It is our opinion that as of June 6, 2013 the estimated value of the subject property as described is \$31,800.

CERTIFICATION OF THE APPRAISERS



Marc McSorley
Principal
Wisconsin General Certified Appraiser No. 594-010
Expiration Date: 12/14/13



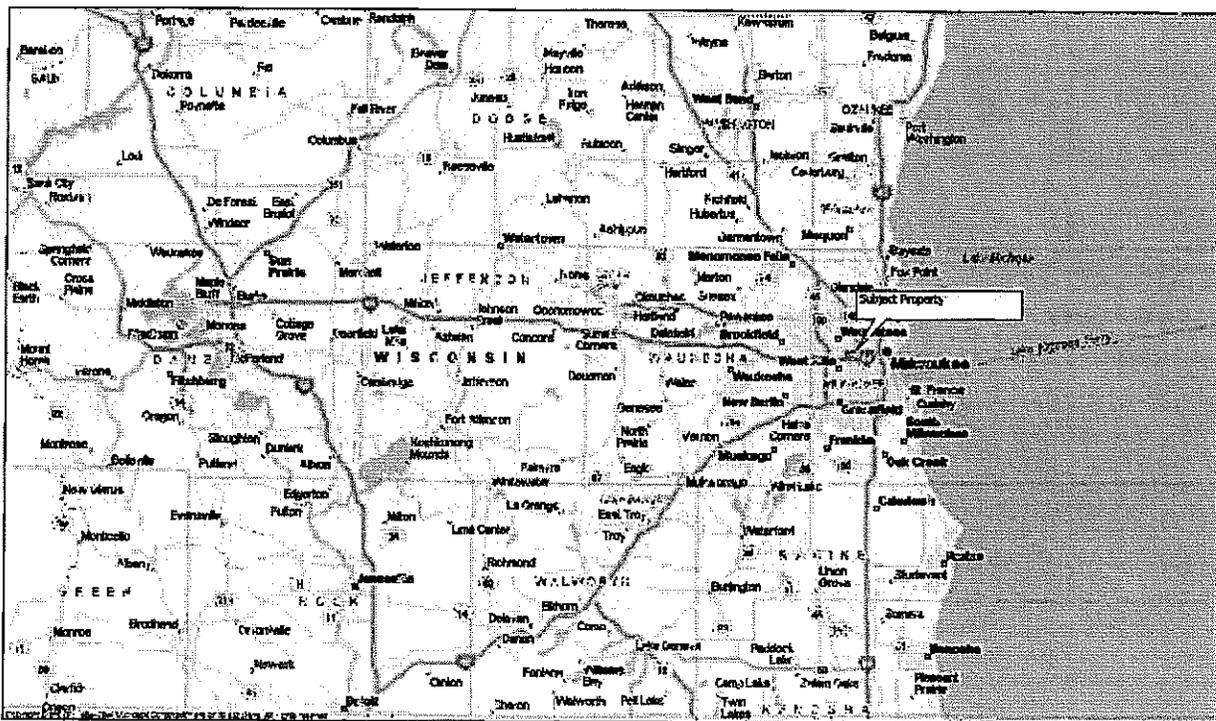
Kevin Crary
Associate Appraiser

AREA ANALYSIS

The constantly changing nature of economic relationships within a market area have a direct bearing on real estate values and the long-term quality of a real estate investment. In the market, the value of a property is not based on the price paid for it in the past or the cost of its creation, but on what buyers and sellers perceive it will provide in the future. Consequently, the attitude of the market toward a property within a specific neighborhood or market area reflects the probable future trend of that neighborhood.

Since real estate is an immobile asset, economic trends affecting its locational quality in relation to other competing properties within its market area will also have a direct effect on its value as an investment. To accurately reflect such influences, it is necessary to examine the past and probable future trends, which may affect the economic structure of the market area and evaluate their impact on the market potential of the subject. This section of the analysis is designed to isolate and examine the discernible economic trends in region, city, and neighborhood, which influence and create value for the subject property.

Area Map



Geographic Location

The subject is located in central Milwaukee County in the City of West Allis. Milwaukee County is part of the Metropolitan Milwaukee Area. As such, the market value of the subject is influenced by demographic and economic changes and attributes of the Metro Area. Recent changes and attributes of the Milwaukee Metropolitan Area that influence the market value of the subject property are discussed below.

Milwaukee is located on the western shores of Lake Michigan 90 miles north of Chicago. The Metropolitan Milwaukee Area is ranked 28th in size among metropolitan areas in the United States. Historically,

Metropolitan Milwaukee has possessed a strong industrial economy with a stable population. More recently, the Metro Area's economy has diversified into the service sector.

Major metropolitan areas in the region include Madison, Wisconsin to the west (60 miles), Chicago, Illinois to the south (90 miles) and Saint Paul/Minneapolis, Minnesota to the northwest (240 miles).

POPULATION TREND

Metropolitan Milwaukee encompasses four counties--Milwaukee, Ozaukee, Washington, and Waukesha--with a combined population of over 1.5 million people. The population of Metropolitan Milwaukee, since 1990, has increased by approximately 6.9%. Historic population levels for the area are presented below:

**HISTORIC POPULATION
METROPOLITAN MILWAUKEE
1960 TO 2010**

YEAR	MILWAUKEE	PERCENT CHANGE
2010	1,531,103	2.1
2000	1,500,741	4.8
1990	1,432,149	2.5
1980	1,397,020	-0.5
1970	1,403,883	9.8
1960	1,278,850	

Source: US Census Bureau

The population of outlying counties of Metropolitan Milwaukee continues to grow as the population of Milwaukee County declines. This phenomenon is occurring in most of the large metropolitan areas of the United States. The four counties, which comprise the Metropolitan Area, have a population distribution as follows:

POPULATION BY AREA

	1980	1990	2000	2010	1980-1990 % Change	1990-2000 % Change	2000-2010 % Change
Metro Milwaukee	1,397,020	1,432,149	1,500,741	1,531,103	2.5	4.8	2.1
Milwaukee County	964,988	959,275	940,164	928,449	-0.6	-2.0	-1.2
Ozaukee County	66,981	72,831	82,317	87,447	8.7	13.0	6.2
Washington County	84,848	95,328	117,493	131,343	12.4	23.3	11.8
Waukesha County	280,203	304,715	360,767	383,864	8.8	18.4	6.4

PER CAPITA INCOME

Per capita income includes income from wages and self-employment, assets (dividends, interest, rent) and transfer payments (social security, insurance, welfare, pensions) divided by mid-year total population estimates. The per capita income in Milwaukee County for 2010 (the most recent data available) was \$37,838, an increase of 14.4 percent from 2005. The county's income is below the State level and the National level, \$38,225 and \$39,937 respectively.

EMPLOYMENT

Traditionally, Milwaukee County has had a higher unemployment than the State and the National rate. The following chart represents the unemployment characteristics for Metropolitan Milwaukee Area.

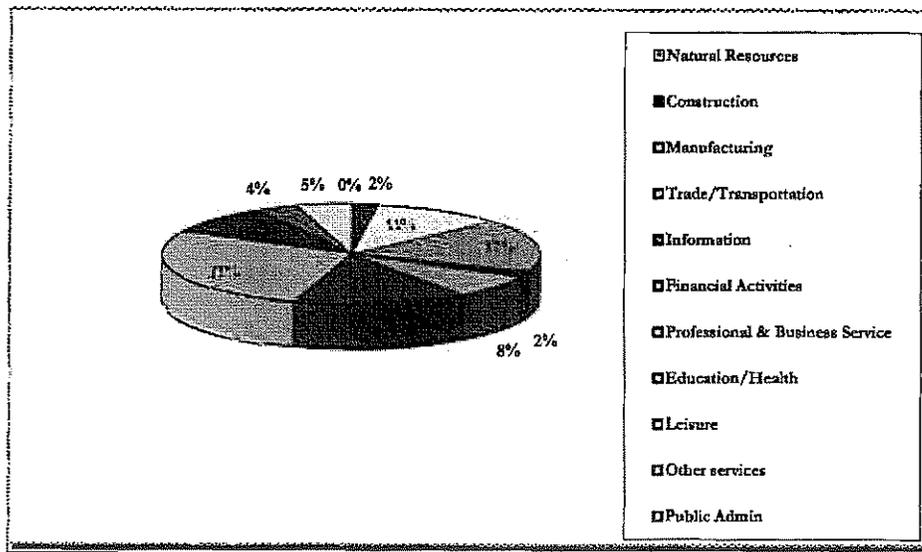
METRO UNEMPLOYMENT RATE

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Milwaukee County	6.0%	7.1%	6.4%	5.9%	5.7%	5.9%	5.9%	9.4%	9.4%	8.93%	8.4%
Ozaukee County	3.4%	4.3%	3.3%	3.6%	3.6%	3.8%	3.9%	7.4%	6.7%	6.04%	5.7%
Washington County	4.7%	5.2%	4.4%	4.2%	4.2%	4.3%	4.5%	8.8%	7.8%	7.02%	6.4%
Waukesha County	3.8%	3.8%	3.9%	3.8%	3.8%	4.0%	4.1%	7.5%	7.2%	6.62%	6.0%
Kenosha County	5.6%	5.9%	5.4%	5.6%	5.4%	5.2%	5.7%	10.3%	10.5%	9.32%	8.2%
Racine County	7.2%	8.1%	7.0%	5.9%	5.7%	6.0%	6.0%	10.0%	9.7%	9.19%	8.5%
Metro Milwaukee	5.1%	6.1%	5.4%	5.0%	5.0%	5.1%	5.1%	8.7%	8.5%	10.7%	8.4%
State of Wisconsin	4.9%	5.6%	4.9%	4.7%	4.7%	4.9%	5.0%	8.45%	8.1%	7.55%	6.9%
U.S.A.	6.0%	6.2%	5.5%	5.1%	4.6%	4.6%	5.8%	9.30%	9.6%	8.95%	8.1%

The latest annual unemployment rates available indicate a decrease in all area rates. Overall, the Metropolitan Milwaukee market is relatively weak. However, Milwaukee should return to market norms as the economy becomes stronger with new job creation.

The employment distribution for 2010 for Milwaukee County was as follows:

EMPLOYMENT DISTRIBUTION MILWAUKEE COUNTY



Milwaukee is the economic center of the region and home to a diversified mix of industries. Education and health is the largest sector in terms of both employment and payroll, accounting for 27.4 percent of the county's job base and 26.8 percent total payroll. Other significant sectors include trade, transportation, utilities, professional and business services, and manufacturing.

Major employers located in the Milwaukee Metropolitan Area include:

Prominent Employers in Milwaukee County		
Establishment	Service or Product	Number of Employees (June 2010)
Milwaukee Public School	Elementary & secondary schools	1,000 or more employees
Aurora Health Care Metro, Inc	General medical & surgical hospitals	1,000 or more employees
City of Milwaukee	Executive & legislative offices, combined	1,000 or more employees
County of Milwaukee	Executive & legislative offices, combined	1,000 or more employees
Froedert Memorial Lutheran Hospital	General medical & surgical hospitals	1,000 or more employees
Medical College of Wisconsin Inc	Colleges, universities & professional schools	1,000 or more employees
Children's Health System Group	General medical & surgical hospitals	1,000 or more employees
Northwestern Mutual Life Insurance	Direct life insurance carriers	1,000 or more employees
U.W. - Milwaukee	Colleges, universities & professional schools	1,000 or more employees
Aurora Health Care Inc	General medical & surgical hospitals	1,000 or more employees

Source: WIDWD, Bureau of Workforce Training, QCEW, OEA special request, Sept. 2011

TRANSPORTATION

Milwaukee has access to all major modes of transportation. Interstate 94 connects Milwaukee with Chicago and Madison. Other major highways include U.S. Highway 41, U.S. Highway 45, and Interstate Highway 43.

Rail freight service is provided by the Soo Line Railroad Company, Wisconsin and Southern Railroad Company, and Union Pacific Railroad Company. Passenger rail service is provided by Amtrak. The City of Milwaukee is served by two major public general aviation airports—General Mitchell International Airport and Lawrence J. Timmerman Field. Chicago's O'Hare International Airport is located 77 miles south.

CULTURAL AND RECREATIONAL

As one of the nation's largest cities, Milwaukee offers a wide variety of cultural and recreational opportunities. The Lake Michigan and numerous lakes provide a multitude of outdoor recreational activities. Among other attractions, the city is noted for the recent development of its Art Museum expansion, Wisconsin Center, Native American gambling casinos, and new Miller Park for the Brewers baseball team.

Further, Milwaukee has a world class symphony orchestra, fine arts museum and nearly 50 other museums and galleries. For sports enthusiasts, Milwaukee offers several major professional sports teams. Among them are the NBA's Milwaukee Bucks, Major League baseball's Milwaukee Brewers and the IHL's Milwaukee Admirals. These professional teams compete in famous stadiums such as the Bradley Center and Miller Park.

CONCLUSION

The economy of the Milwaukee metropolitan area has, in general, been dependent on manufacturing. However, in recent years, the industrial and manufacturing base is becoming a smaller component of the economy. The weak economic outlook will continue into the near future. However, the diversification of the local economy contributes to lower suburban unemployment rates compared to national levels and higher earnings for the various industries. Slow population growth for the metropolitan area is expected to continue over the next decade, creating corresponding slow growth and stabilization in new industries.

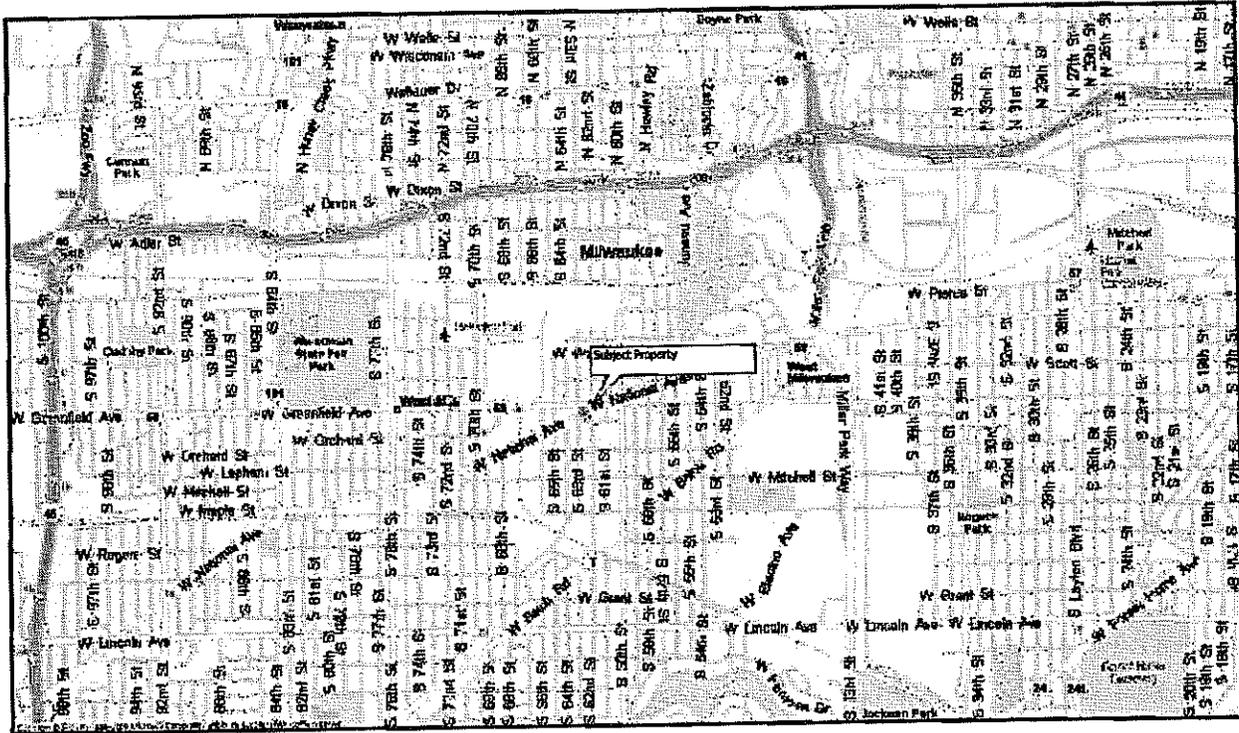
The current recession has slowed the real estate markets with some declines in real asset prices within the area. Overall, the various trends discussed, as well as their impact on the Milwaukee MSA, our outlook is for a stable real estate market.

NEIGHBORHOOD INFLUENCES

Location

The neighborhood is located in the Cities of West Allis and Milwaukee in central Milwaukee County.

NEIGHBORHOOD MAP



Boundaries

The neighborhood boundaries are considered to be:

- North: West Bluemound Road (Highway 18)
- South: West Lincoln Avenue
- East: Miller Parkway
- West: South 76th Street

Land Use

The subject and its neighborhood are located in central Milwaukee County. Land uses within the subject neighborhood consist of a mixture of single family residential, multi-family residential and commercial. The immediate area surrounding the subject is an area of existing development. The improvements have average quality construction and the area is relatively well maintained.

Access

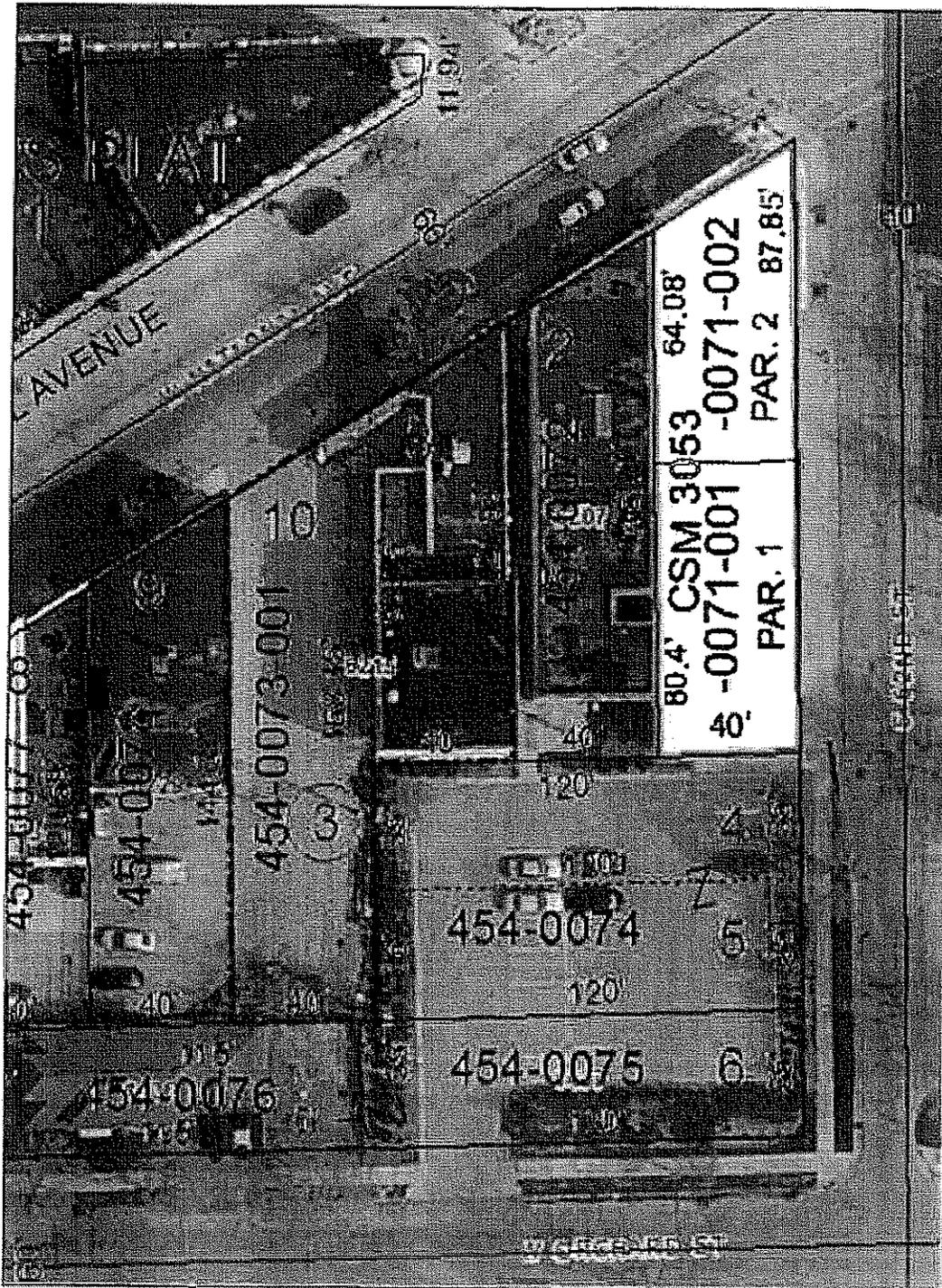
Primary access to the subject neighborhood is provided by Miller Park Way and Interstate 94/894. State Trunk Highway 59 (West Greenfield Avenue), County Trunk Highway T (West Beloit Road), and West Lincoln Avenue all serve the West Allis area. Access ramps to and from Interstate 94 are located approximately one mile north of the subject property at North Hawley Road, less than two miles northeast of the subject at the Miller Park Way interchange, approximately 2 miles to the west of the subject at West

Greenfield Avenue and approximately three miles southwest of the subject property at the West National Avenue interchange. Access to the subject neighborhood is considered to be average and visibility is considered average.

Conclusions and Relevance to the Subject

The neighborhood currently has an average income demographic profile and the outlook for the neighborhood is for relatively modest performance with improvement over the next few years. Overall, the neighborhood is in average overall condition, with stable values. As a result, the demand for existing developments is expected to be average. Generally, the neighborhood is expected to maintain a stable pattern in the foreseeable future.

Aerial Photo



Access and Visibility

The site has access on the south side West National Avenue. Access and visibility are considered average.

Assessor's Parcel Number

The City of West Allis Assessor's parcel number is 454-0073-001.

Land Area

According to the Milwaukee County property information web site the subject site is 0.2433-acre or 10,598 square feet.

Shape and Frontage

The site is irregular in shape with approximately 94.68-feet of frontage along the south side of West National Avenue.

Topography and Drainage

The subject site has nearly level topography and is at street grade. Drainage follows the natural contours of the land.

Soils

No recent soil analysis was performed or reviewed by the appraisers. Visual inspection of the site indicates no problems for development of the site.

Easements

No title report was provided in connection with this appraisal. It is specifically assumed that any easements; restrictions or encroachments that might appear against the title would have no adverse impact on marketability or value.

Covenants, Conditions, and Restrictions

No private deeds or restricting covenants affecting development, other than zoning, were found to affect the site.

Utilities

All public utilities are available to the site from West National Drive including municipal sewer and water.

Flood Zone

According to maps published by the Federal Emergency Management Agency (FEMA), the subject lies within Zone X as indicated on FEMA Community Map Panel 55079C0088E, which is not printed.

FEMA Zone X: Areas determined to be outside the 500 year flood plain.

Environmental Issues

The value estimate rendered in this report is predicated on the assumption there is no hazardous material on or in the property that would cause a loss in value.

Site Improvements

The subject is improved with an asphalt parking lot along the west property line of the parcel.

Conclusion

The subject property includes a size of 0.2344-acre or 10,598 square feet and is located along the south side of West National Avenue. Access and visibility are considered average. The shape of the parcel is irregular and the topography is nearly level. There is no adverse soil condition of which Single Source, Inc. is aware. In conclusion, from a physical standpoint, the site is considered good for commercial development.

ZONING

The subject's zoning requirements are detailed below.

Zoning Summary	
Current Zoning:	C-3; Community Commercial District and RB-2; Residence District
Legally Conforming:	Yes
Uses Permitted:	Commercial and Residential Uses
Zoning Change:	Unlikely
Category	Zoning Requirement
Front Setback:	None (C-2); 20-feet (RB-2)
Rear Setback:	10-feet
Side Setback:	10-feet (C-2); Varies (RB-2)
Height Limit:	35-feet (RB-2)
Minimum Lot Size:	Floor Ratio of 1.0 (C-2); 3,600 SF (RB-2)
Minimum Lot Width:	None (C-2); 30-feet (RB-2)
Source: City of West Allis Zoning Code	
Compiled By: Single Source, Inc.	

The subject site is a legal conforming use. The zoning code is included in Addendum D.

TAX AND ASSESSMENT DATA

The subject's assessed value and taxes are summarized below.

Ad Valorem Tax Information				
Parcel	Land	Improvements	Total	Taxes
454-0073-001	\$0	\$0	\$0	\$0
Equalized Market Value @ 100%	\$0	\$0	\$0	\$0
Assessment Ratio (2012)	109.23%			
Tax rate (2012) per \$1,000 of assessed value	\$26.01			
Source: City of West Allis Property Tax Information Web Site				
Compiled By: Single Source, Inc.				

The property is owned by Milwaukee County and is exempt from taxation.

HIGHEST AND BEST USE

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legal permissibility;
- physical possibility;
- financial feasibility; and
- maximum profitability.

Highest and best use analysis involves assessing the subject as vacant.

HIGHEST AND BEST USE AS VACANT

Legal Permissibility

The legally permissible uses were discussed in detail in the site analysis and zoning sections of this report. Permissible uses are broad, allowing for most types of commercial development.

Physical Possibility

The physical characteristics of the subject site was discussed in detail in the site analysis. Overall, a wide range of legally permissible uses would be physically possible.

Financial Feasibility

The financial feasibility of a specific property is market driven, and is influenced by surrounding land uses. Based on the subject's specific location and physical characteristics, it is our opinion that development of the site with a commercial oriented use, which is complimentary to the surrounding land uses, would represent the most likely financially feasible option. The existing commercial areas provide sufficient basis to support a commercial oriented use. Current economic conditions do support the cost of new development. This is evidenced by the fact there has been a rise in occupancy and rental rates in the local market over the past several years.

Maximum Profitability

The maximally productive use yields the highest land value. The analysis thus far indicates developing the site for a commercial development. Given the high probability that a commercial use is the highest and best use, this is judged to be a reasonable indication of maximum productivity of the land.

Conclusion: Highest and Best Use As Though Vacant

The concluded highest and best use of the subject property as though vacant is commercial development.

METHODOLOGY APPLICABLE TO THE SUBJECT

In valuing the subject, the Sales Comparison Approach is the only applicable valuation method based on the ownership profile and nature of this assignment.

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

COST APPROACH

The Cost Approach is based upon the proposition the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements, which represent the highest and best use of the land, or when relatively unique or specialized improvements are located on the site and for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The Sales Comparison Approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject property. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the Income Capitalization Approach are direct capitalization and the discounted cash flow (DCF) analysis.

The methodology of direct capitalization is to determine the income-producing capacity of the property on a stabilized basis by estimating market rent from comparable rentals, making deductions for vacancy and collection losses and building expenses, then capitalizing the net income at a market-derived rate to yield an indication of value. The capitalization rate represents the relationship between net income and value.

Related to the direct capitalization method is the discounted cash flow analysis. In this method of capitalizing future income to a present value, periodic cash flows (which consist of a net income less capital costs, per period) and a reversion (if any) are estimated and discounted to a present value. The discount rate is determined by analyzing current investor yield requirements for similar investments.

ANALYSIS OF LAND SALES

The sales presented indicate a range of value from \$1.81 to \$5.66 per square foot of land area. The primary differences between the comparable sales and the subject include market conditions, location, physical characteristics, size, and zoning of the sale properties.

LAND SALE SUMMARY

No.	Location	Date of Sale	Size (S.F.)	Size (Acres)	Zoning	Sale Price	Price/ S.F.	Price/ Acre	Total Traffic Count
8	6215 West National Avenue West Allis, Wisconsin	-	10,598	0.2433	C-3/RB-2	-	-	-	8,100
1	South 66th Street & West Beloit Road West Allis, Wisconsin	Mar-13	15,428	0.3542	C-2	\$28,000	\$1.81	\$79,056	4,600
2	1401 South 113th Street West Allis, Wisconsin	Nov-12	8,133	0.1867	C-3	\$22,500	\$2.77	\$120,509	26,100
3	1705 South 60th Street West Allis, Wisconsin	May-12	7,774	0.1785	C-2	\$29,800	\$3.83	\$166,978	3,300
4	West Greenfield Avenue West Milwaukee, Wisconsin	Jun-12	35,306	0.8105	B-2	\$200,000	\$5.66	\$246,761	13,600

Compiled by: Single Source, Inc.

Market Conditions

Adjustments are necessary to account for inflationary forces in the market (time adjustment) and changes in supply/demand factors (market adjustments), which affect pricing levels. Inflation creates the need to apply an upward adjustment to pricing parameters to account for the long-term upward trend in price levels. Changing market conditions reflect either an upward or downward adjustment, depending on investors' perceived economic outlook and the supply/demand relationship in the market. None of the sales required adjustments for unusual or favorable financing terms. All the sales included the entire bundle of rights.

All sales are recent and do not require adjustment.

Governmental/Environmental/ and Off-Site Costs

These costs are associated with impact fees charged for development, environmental cleanup or soil costs, and utility charges or off site costs. The subject site is served with all utilities including municipal sewer and water. All comparable sales are deemed similar to the subject and do not require adjustment.

Size

The subject site has a size of approximately 0.2433-acres or 10,598 square feet of land area. The comparable sales range from 7,774 to 35,306 square feet. Typically the larger the site size, the lower the sale price on a unit basis. Sale Nos. 1, 2 and 3 are deemed similar in size to the subject and do not require adjustment. Sale No. 4 is larger in size compared to the subject and requires upward adjustment.

Location

The subject property is located in the City of West Allis, Milwaukee County in an area of older development. Sale No. 4 is located in the Village of West Milwaukee in an area of newer commercial development, deemed superior to the subject and therefore requires downward adjustment. All remaining comparable sales are located in areas deemed similar to the subject and therefore do not require adjustment.

Access/Visibility

The subject property has average visibility from all directions on adjacent roadways. Additionally, access is average to the Interstate, State and County Highways, as well as other areas of Milwaukee County. All comparable sales have visibility and highway access deemed similar to the subject and do not require adjustment.

Traffic Count

According to the Wisconsin Department of Transportation (WisDOT) approximately 8,100 cars pass by the subject site per day. Sale No. 2 has higher traffic counts compared to the subject, deemed superior to the subject and therefore requires downward adjustment. Sale Nos. 1, 3 and 4 have traffic counts similar to the subject and therefore do not require adjustment.

Other Physical Features

The site is irregular in shape with frontage along the south side of West National Avenue. Sale Nos. 1 and 2 are irregular in shape, deemed similar to the subject and therefore do not require adjustment. Sale Nos. 3 and 4 are mostly rectangular in shape, deemed superior to the subject and therefore require downward adjustment.

Zoning and Use

The subject property is mostly zoned C-3; Community Commercial District (approximately 90 percent) with a small percentage of RB-2; Residence District (approximately 10 percent). Any zoning that would be more restricted with respect to use would be considered inferior to the subject property. All comparable sales are deemed to have commercial zoning similar to the subject and therefore do not require adjustment.

SALES COMPARISON APPROACH

SUBJECT PROPERTY 6215 West National Avenue West Allis, Wisconsin	SALE No. 1 South 66th Street & West Deloit Road West Allis, Wisconsin		SALE No. 2 1401 South 113th Street West Allis, Wisconsin		SALE No. 3 1705 South 60th Street West Allis, Wisconsin		SALE No. 4 West Greenfield Avenue West Milwaukee, Wisconsin		
TRANSACTION DETAILS									
Sale Price		\$28,000		\$22,500		\$29,800		\$200,000	
Date of Sale		Mar-13		Nov-12		May-12		Jun-12	
Avg. Site Size (SF)	10,598	15,428		8,133		7,774		35,306	
Price/SF		\$ 1.81		\$ 2.77		\$ 3.83		\$ 5.66	
ADJUSTMENT PROCESS		%	\$ /SF	%	\$ /SF	%	\$ /SF	%	\$ /SF
Unadjusted Sale Price			\$ 1.81		\$ 2.77		\$ 3.83		\$ 5.66
Terms of Sale									
Cash Equivalent Price /SF			\$ 1.81		\$ 2.77		\$ 3.83		\$ 5.66
Time/Market Conditions		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Current CE Price/SF			\$ 1.81		\$ 2.77		\$ 3.83		\$ 5.66
DIRECT ADJUSTMENTS									
Government Costs		\$ -		\$ -		\$ -		\$ -	
Soil /Environmental		\$ -		\$ -		\$ -		\$ -	
Utilities, Demolition		\$ -		\$ -		\$ -		\$ -	
Total Direct Adjustments		\$ -		\$ -		\$ -		\$ -	
Adjusted CH Sale Price /SF		\$ 1.81		\$ 2.77		\$ 3.83		\$ 5.66	
PERCENTAGE ADJUSTMENTS									
Size (SF)	10,598	Similar	15,428	Similar	8,133	Similar	7,774	Larger	35,306
		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	10.00%	\$ 0.57
Location, Market Area	West Allis / Milwaukee County	Similar		Similar		Similar		Superior	
		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	-20.00%	\$ (1.13)
Access, Visibility, Traffic	Average Average/ R,100	Similar		Superior		Similar		Similar	
		0.00%	\$ -	-10.00%	\$ (0.28)	0.00%	\$ -	0.00%	\$ -
Other Physical Features	Irregular / Unbuildable areas	Similar		Similar		Superior		Superior	
		0.00%	\$ -	0.00%	\$ -	-10.00%	\$ (0.38)	-10.00%	\$ (0.57)
Zoning	C-3, RB-2	Similar		Similar		Similar		Similar	
		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Total Percentage Adjustments		0.00%	\$ -	-10.00%	\$ (0.28)	-10.00%	\$ (0.36)	-20.00%	\$ (1.13)
FINAL ADJUSTED SALES PRICE/SF		\$ 1.81		\$ 2.49		\$ 3.45		\$ 4.53	
AVERAGE ADJUSTED SALES PRICE/SF	\$ 3.07								

CONCLUDED LAND VALUE/SF	\$ 3.00
SUBJECT SQUARE FOOTAGE	10,598
CONCLUDED LAND VALUE	\$ 31,794
ROUNDED	\$ 31,800

Compiled by: Single Source, Inc.

Land Value Conclusion

After adjustments, the sale prices range from \$1.81 to \$4.53 per square foot, with an average of \$3.07 per square foot. Based on these sales, the subject property is estimated to have a value near the average and between Sale Nos. 1, 2 and 3 at \$3.00 per square foot.

Concluded Land Value

Square Feet	X	Value/SF	=	Value
10,598	X	\$3.00	=	\$31,794
Value Indication (Rounded):				\$31,800

RECONCILIATION OF VALUE

The value conclusion for each applicable approach is summarized as follows:

SUMMARY OF VALUE CONCLUSIONS	
Sales Comparison Approach	\$31,800
Source: Single Source, Inc.	

The Sales Comparison Approach is contingent on the reliability and comparability of available data. The data developed was considered sufficiently reliable to reach a value conclusion by the Sales Comparison Approach. This method is given primary consideration in the reconciliation because properties such as the subject are typically bought on this basis.

It is estimated that the "as is" market value of the fee simple estate in the subject property, as of June 6, 2013, is:

**THIRTY ONE THOUSAND EIGHT HUNDRED DOLLARS
(\$31,800)**

This value is subject to all of the assumptions and limiting conditions stated throughout the report, including specific assumptions and limiting conditions.

ASSUMPTIONS AND LIMITING CONDITIONS

1. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to total that would adversely affect marketability or value. Single Source, Inc. is not aware of any title defects nor has it been advised of any unless such is specifically noted in the report. Single Source, Inc., however, has not examined title and makes no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title have not been reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.
2. Unless otherwise specifically noted in the body of this report, it is assumed: that the existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. Single Source, Inc. professionals are not engineers and are not competent to judge matters of an engineering nature. Single Source, Inc. has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. Unless otherwise specifically noted in the body of the report: no problems were brought to the attention of Single Source, Inc. by ownership or management; Single Source, Inc. inspected less than 100% of the entire interior and exterior portions of the improvements; and Single Source, Inc. was not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if negative findings are reported by engineering consultants, Single Source, Inc. reserves the right to amend the appraisal conclusions reported herein.
3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. Single Source, Inc. has no knowledge of the existence of such materials on or in the property. Single Source, Inc., however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

We have inspected, as thoroughly as possible by observation, the land; however, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specifically considered in the appraisal.

4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the report unless otherwise stated. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a workmanlike manner according to standard practices based upon the information submitted to Single Source, Inc. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
5. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise specifically noted in the appraisal report. Unless otherwise specifically noted in the appraisal report, Single Source, Inc. has no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, Single Source, Inc. reserves the right to amend conclusions reported if made aware of any such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify Single Source, Inc. of any questions or errors.
6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions, which occur subsequent

ASSUMPTIONS AND LIMITING CONDITIONS

- to the date of the appraisal. However, Single Source, Inc. will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the subject.
7. Single Source, Inc. assumes no private deed restrictions, limiting the use of the subject property in any way.
 8. Unless otherwise noted in the body of the report, it is assumed that there is no mineral deposit or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 9. Single Source, Inc. is not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.
 10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.
 11. Any cash flows included in the analysis are forecasts of estimated future operating characteristics are predicated on the information and assumptions contained within the report. Any projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. Single Source, Inc. does not warrant these forecasts will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of Single Source, Inc..
 12. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation of Single Source, Inc. to buy, sell, or hold the properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.
 13. Also, unless otherwise noted in the body of this report, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.
 14. This study may not be duplicated in whole or in part without the specific written consent of Single Source, Inc. nor may this report or copies hereof be transmitted to third parties without said consent, which consent Single Source, Inc. reserves the right to deny. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of Single Source, Inc. which consent Single Source, Inc. reserves the right to deny. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a "sale" or "offer for sale" of any "security", as such terms are defined and used in the Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, which may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. Single Source, Inc. shall have no accountability or responsibility to any such third party.
 15. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
 16. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
 17. The maps, plats, sketches, graphs, photographs and exhibits included in this report are for illustration purposes only and are to be utilized only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or area of the subject and comparable properties has been obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.
 18. No opinion is intended to be expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis has been made known to Single Source, Inc. unless otherwise stated within the body of this report. If the Consultant has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for

ASSUMPTIONS AND LIMITING CONDITIONS

any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. Single Source, Inc. assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

19. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions. Neither the Appraiser nor Single Source, Inc. assumes responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.
20. Single Source, Inc. assumes that the subject property analyzed herein will be under prudent and competent management and ownership; neither inefficient or super-efficient.
21. Professional fees for additional services will be based on actual time spent at a regular hourly of \$175 per hour. Professional fees for Litigation Services will be based on actual time spent at a regular hourly of \$250 per hour.
22. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
23. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed to be correct. It is further assumed that no encroachments to the realty exist.
24. The *Americans with Disabilities Act* (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, Single Source, Inc. has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since Single Source, Inc. has no specific information relating to this issue, nor is Single Source, Inc. qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject property.
25. Client shall not indemnify Appraiser or hold Appraiser harmless unless and only to the extent that the Client misrepresents, distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client proximately result in damage to Appraiser. The Client shall indemnify and hold Appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover from the other reasonable attorney fees and costs.

ADDENDA

ADDENDUM A
GLOSSARY OF TERMS

assessed value Assessed value applies in ad valorem taxation and refers to the value of a property according to the tax rolls. Assessed value may not conform to market value, but it is usually calculated in relation to a market value base. †

cash equivalency The procedure in which the sale prices of comparable properties sold with atypical financing are adjusted to reflect typical market terms.

contract, coupon, face, or nominal rent The nominal rent payment specified in the lease contract. It does not reflect any offsets for free rent, unusual tenant improvement conditions, or other factors that may modify the effective rent payment.

coupon rent
See Contract, Coupon, Face, or Nominal Rent

effective rent 1) The rental rate net of financial concessions such as periods of no rent during a lease term; may be calculated on a discounted basis, reflecting the time value of money, or on a simple, straight-line basis. † 2) The economic rent paid by the lessee when normalized to account for financial concessions, such as escalation clauses, and other factors. Contract, or nominal, rents must be converted to effective rents to form a consistent basis of comparison between comparables.

face rent
See Contract, Coupon, Face, or Nominal Rent

fee simple estate Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. †

floor area ratio (FAR) The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area; also called *building-to-land ratio*. †

full service lease A lease in which rent covers all operating expenses. Typically, full service leases are combined with an *expense stop*, the expense level covered by the contract lease payment. Increases in expenses above the expense stop level are passed through to the tenant and are known as *operating pass-throughs*.

going concern value Going concern value is the value of a proven property operation. It includes the incremental value associated with the business concern, which is distinct from the value of the real estate only. Going concern value includes an intangible enhancement of the value of an operating business enterprise which is produced by the assemblage of the land, building, labor, equipment, and marketing operation. This process creates an economically viable business that is expected to continue. Going concern value refers to the total value of a property, including both real property and intangible personal property attributed to the business value. †

gross building area (GBA) The sum of all areas at each floor as measured to the exterior walls.

insurable value Insurable Value is based on the replacement and/or reproduction cost of physical items that are subject to loss from hazards. Insurable value is that portion of the value of an asset or asset group that is acknowledged or recognized under the provisions of an applicable loss insurance policy. This value is often controlled by state law and varies from state to state. †

investment value Investment value is the value of an investment to a particular investor based on his or her investment requirements. In contrast to market value, investment value is value to an individual, not value in the marketplace. Investment value reflects

the subjective relationship between a particular investor and a given investment. When measured in dollars, investment value is the price an investor would pay for an investment in light of its perceived capacity to satisfy his or her desires, needs, or investment goals. To estimate investment value, specific investment criteria must be known. Criteria to evaluate a real estate investment are not necessarily set down by the individual investor; they may be established by an expert on real estate and its value, that is, an appraiser. †

leased fee
See leased fee estate

leased fee estate An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease. †

leasehold
See leasehold estate

leasehold estate The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions. †

load factor The amount added to usable area to calculate the rentable area. It is also referred to as a "rentable add-on factor" which, according to BOMA, "is computed by dividing the difference between the usable square footage and rentable square footage by the amount of the usable area. Convert the figure into a percentage by multiplying by 100.

market value "as if complete" on the appraisal date Market value as if complete on the appraisal date is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

market value "as is" on the appraisal date Market value "as is" on the appraisal date is an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.

market value Market value is one of the central concepts of the appraisal practice. Market value is differentiated from other types of value in that it is created by the collective patterns of the market. Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1) A reasonable time is allowed for exposure in the open market; 2) Both parties are well informed or well advised, and acting in what they consider their own best interests; 3) Buyer and seller are typically motivated; 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. †

marketing period The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal. †

net lease Lease in which all or some of the operating expenses are paid directly by the tenant. The landlord never takes possession of

the expense payment. In a *Triple Net Lease* all operating expenses are the responsibility of the tenant, including property taxes, insurance, interior maintenance, and other miscellaneous expenses. However, management fees and exterior maintenance are often the responsibility of the lessor in a triple net lease. A *modified net lease* is one in which some expenses are paid separately by the tenant and some are included in the rent.

net rentable area (NRA) 1) The area on which rent is computed. 2) The Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.*

nominal rent

See Contract, Coupon, Face, or Nominal Rent

prospective future value "upon completion of construction"

Prospective future value "upon completion of construction" is the prospective value of a property on the future date that construction is completed, based upon market conditions forecast to exist, as of that completion date. The value estimate at this stage is stated in current dollars unless otherwise indicated.

prospective future value "upon reaching stabilized occupancy"

Prospective future value "upon reaching stabilized occupancy" is the prospective value of a property at a future point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. The value estimate at this stage is stated in current dollars unless otherwise indicated.

reasonable exposure time The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. ††

rent

see

full service lease

net lease

contract, coupon, face, or nominal rent

effective rent

shell space Space which has not had any interior finishing installed, including even basic improvements such as ceilings and interior walls, as well as partitions, floor coverings, wall coverings, etc..

Usable Area 1) The area actually used by individual tenants. 2) The Usable Area of an office building is computed by measuring to the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Excludes areas such as mechanical rooms, janitorial room, restrooms, lobby, and any major vertical penetrations of a multi-tenant floor.*

use value Use value is a concept based on the productivity of an economic good. Use value is the value a specific property has for a specific use. Use value focuses on the value the real estate contributes to the enterprise of which it is a part, without regard to the property's highest and best use or the monetary amount that might be realized upon its sale. †

value appraised During the real estate development process, a property typically progresses from a state of unimproved land to construction of improvements to stabilized occupancy. In general, the market value associated with the property increases during these stages of development. After reaching stabilized occupancy, ongoing forces affect the property during its life, including a physical wear and tear, changing market conditions, etc. These factors continually influence the property's market value at any given point in time.

See also

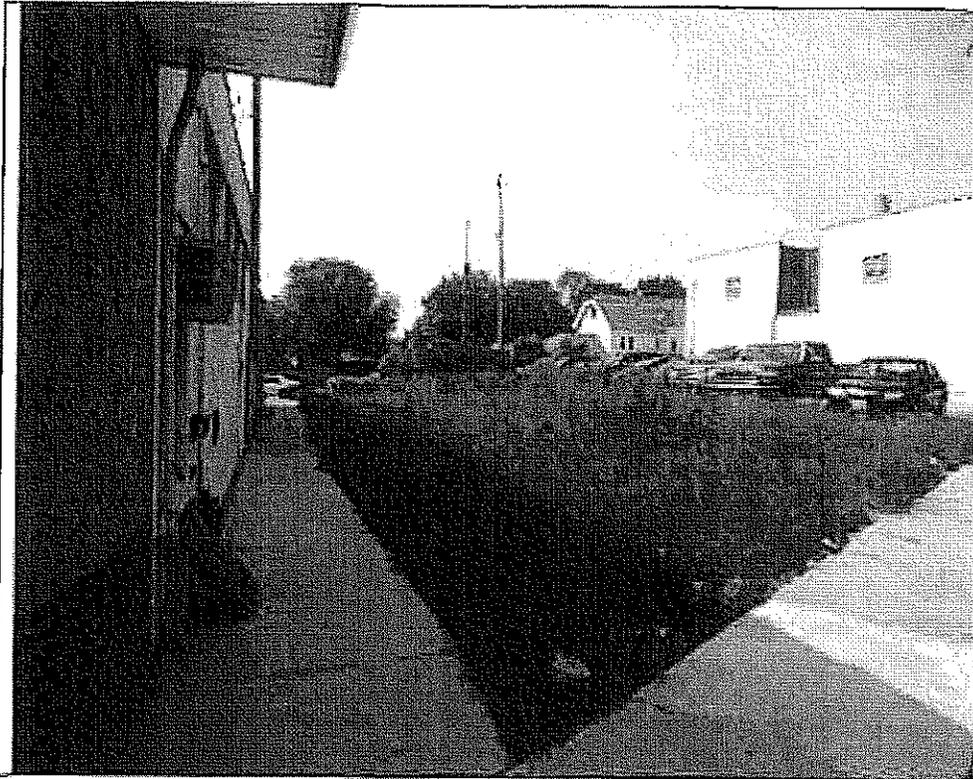
market value "as is" on the appraisal date

market value "as if complete" on the appraisal date

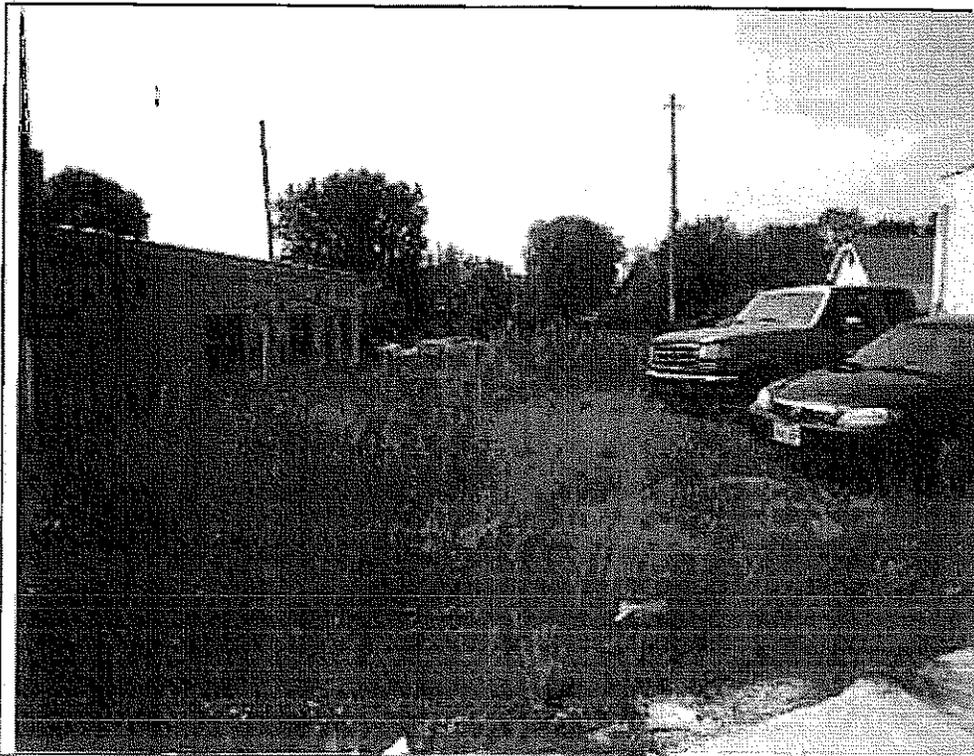
prospective future value "upon completion of construction"

prospective future value "upon reaching stabilized occupancy"

**ADDENDUM B
SUBJECT PHOTOGRAPHS**



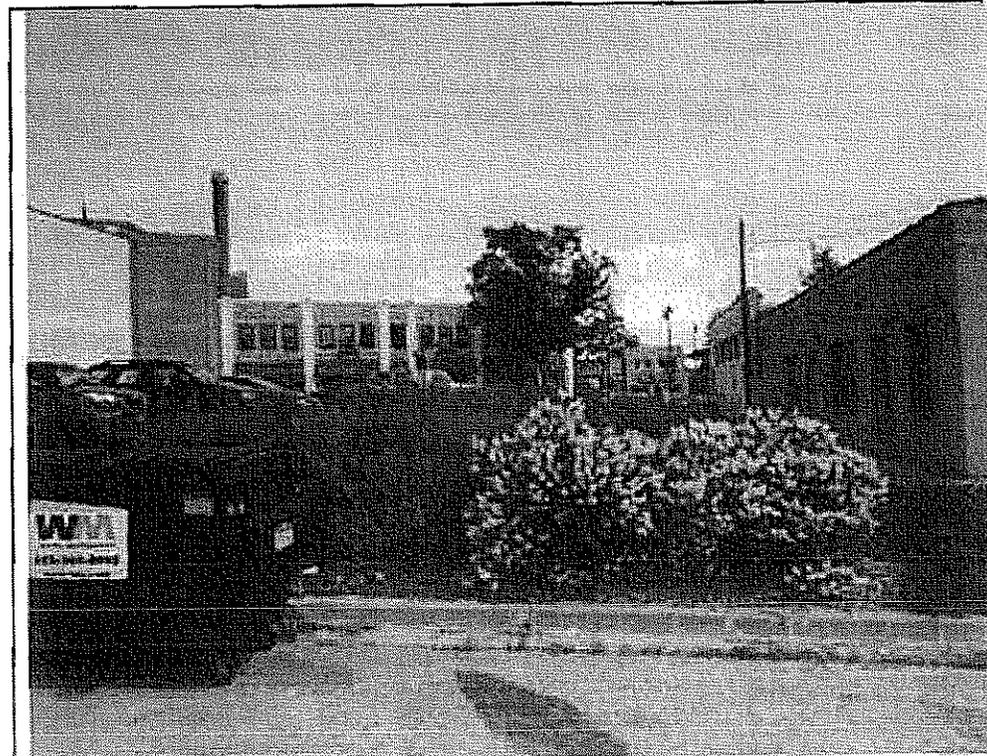
VIEW OF THE SUBJECT SITE - LOOKING SOUTHWEST



VIEW OF THE SUBJECT SITE - LOOKING SOUTH



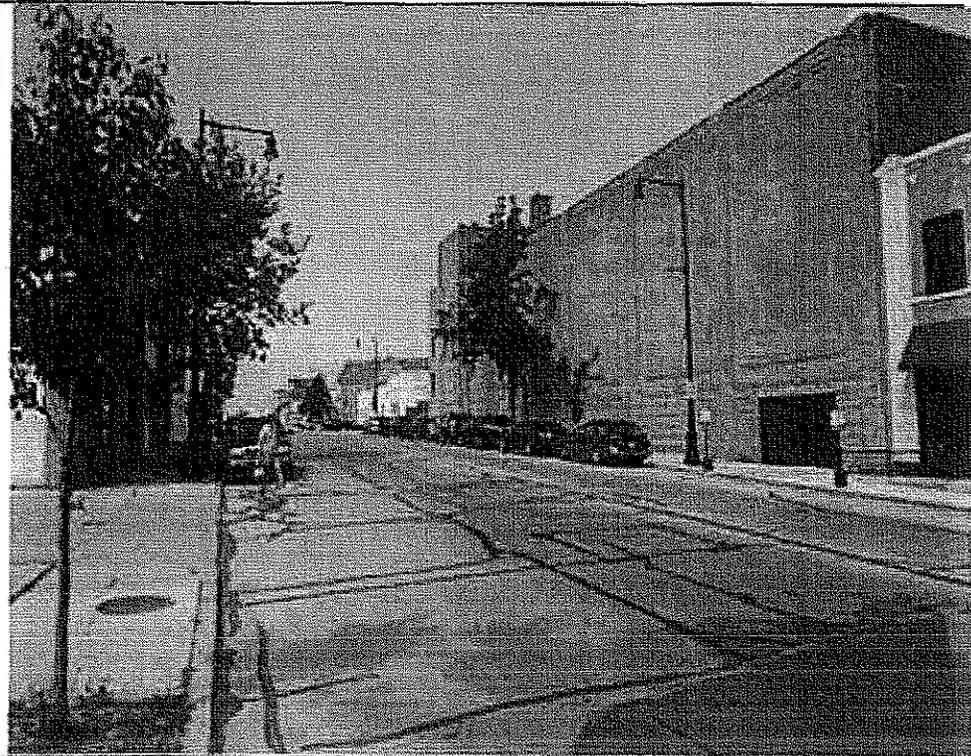
VIEW OF THE SUBJECT SITE – LOOKING SOUTHEAST



VIEW OF THE SUBJECT SITE – LOOKING NORTH



VIEW OF WEST NATIONAL AVENUE - LOOKING NORTHEAST



VIEW OF WEST NATIONAL AVENUE - LOOKING SOUTHWEST

ADDENDUM C
COMPARABLE LAND SALES

COMMERCIAL LAND SALE NO. 1



Property Identification

Location: South 66th Street & West Beloit Road
West Allis, Milwaukee County, Wisconsin

Property Description

Land Area: Approximately 0.3542-acres
 Zoning: C-2; Neighborhood Commercial District
 Topography: Level
 Utilities: All Available
 Daily Traffic Count: 4,600
 Intended Use: Unknown
 Tax Key Number: 475-0191-001

Sale Data

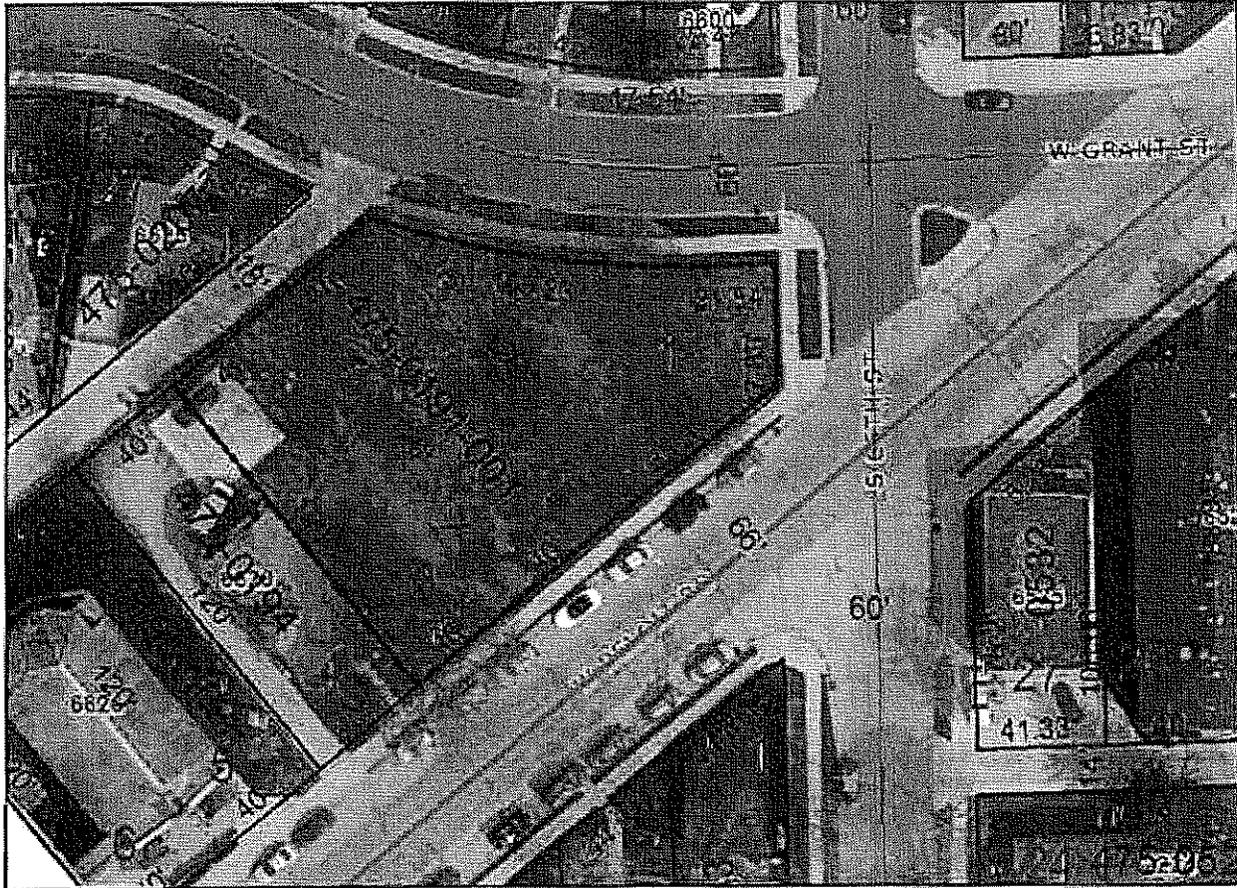
Date of Sale: March 2013
 Sale Price: \$28,000
 Sale Price/SF: \$1.81
 Sale Price/Acre: \$79,056
 Grantor: Otis L. Rice and Larry L. Rice
 Grantee: Dominic D. Sanfelippo
 Document No.: 10225716
 Conveyance: Warranty Deed
 Financing: All cash to the seller
 Verified By: WDOR, Assessor info
 Verified To: Kevin Crary
 Legal Description: JUNEAU HIGHLANDS LOTS 1 2 & 3 BLK 5 SE 1/4 SEC 3-6-21 IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

ADDENDUM C COMPARABLE LAND SALES

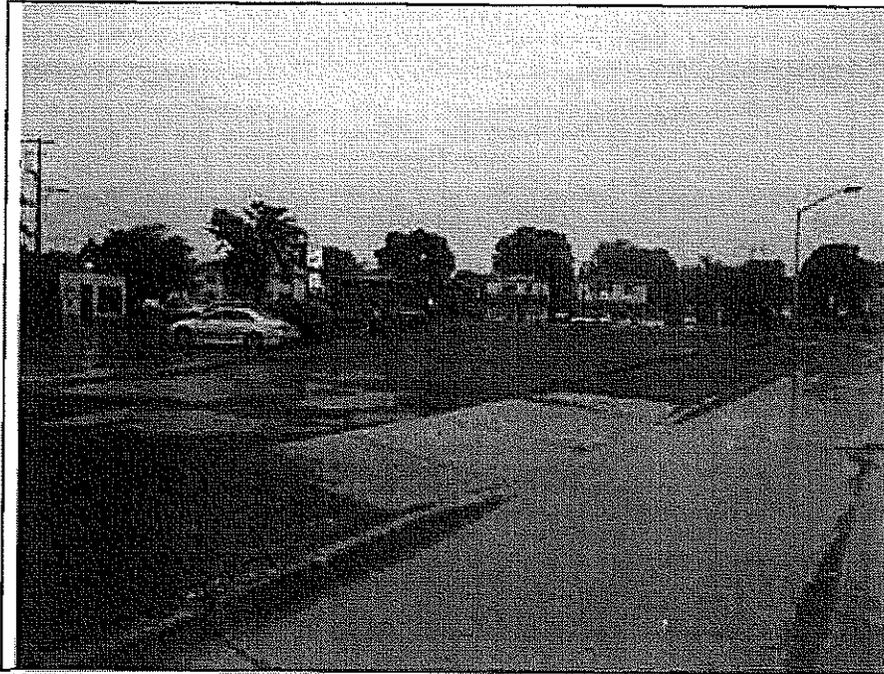
Comments:

The parcel is located at the northwest corner of South 66th Street and West Beloit Road and along the south side of West Grant Street in the City of West Allis. The parcel is level, is irregular in shape and is zoned C-2; Neighborhood Commercial District. The Buyer and Seller could not be reached for comment or verification.

Parcel Map



COMMERCIAL LAND SALE NO. 2



Property Identification

Location: 1401 South 113th Street
City of West Allis, Milwaukee County, Wisconsin

Property Description

Land Area: Approximately 0.1867-acres
Zoning: C-3; Community Commercial District
Topography: Level
Utilities: All Available
Daily Traffic Count: 26,100
Intended Use: Hold
Tax Key Number: 448-9992-002

Sale Data

Date of Sale: November 2012
Sale Price: \$22,500
Sale Price/SF: \$2.77
Sale Price/Acre: \$120,509
Grantor: Janice M. Bentz
Grantee: Daniel G. Baumhardt
Document No.: 10192784
Conveyance: Warranty Deed
Financing: All cash to the seller
Verified By: WDOR, Assessor, Buyer
Verified To: Kevin Cray
Legal Description: COM 782.5FT E & 65FT S OF NW COR NE 1/4 SEC 6 6 21 TH
S 186.54FT TO WLY LI S 113 ST NELY 154.72FT NELY ON
CUR44.05FT NW' 6.85FT TO S LI W GREENFIELD AVE TH

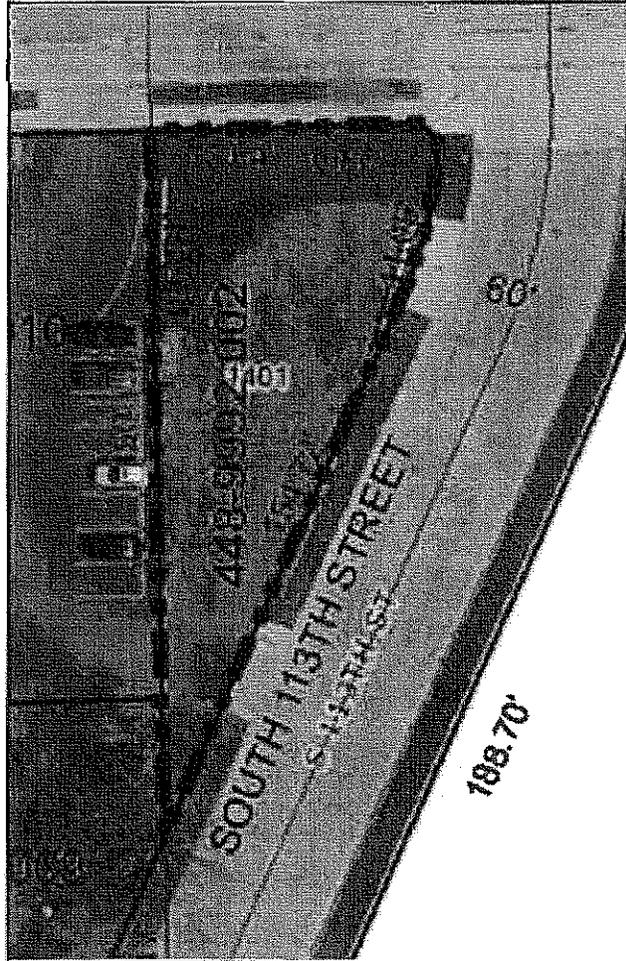
ADDENDUM C COMPARABLE LAND SALES

W 73.64FT TO POC, IN THE CITY OF WEST ALLIS,
MILWAUKEE COUNTY, WISCONSIN.

Comments:

The site is located at the southwest corner of West Greenfield Avenue and South 113th Street in the City of West Allis. The site is irregular in shape, is level and is zoned C-3; Community Commercial District. The Buyer owns the land and building adjacent to this parcel for green space and potential future expansion.

Parcel Map



COMMERCIAL LAND SALE NO. 3



Property Identification

Location: 1705 South 60th Street
City of West Allis, Milwaukee County, Wisconsin

Property Description

Land Area: Approximately 0.1785-acres
Zoning: C-2; Neighborhood Commercial District
Topography: Level
Utilities: All Available
Daily Traffic Count: 3,300
Intended Use: Unknown
Tax Key Number: 454-0594-000

Sale Data

Date of Sale: May 2012
Sale Price: \$29,800
Sale Price/SF: \$3.83
Sale Price/Acre: \$166,978
Grantor: Galaxy Properties, LLC
Grantee: Wisconsin Plating & Polishing, Inc.
Document No.: 10118195
Conveyance: Quit Claim Deed
Financing: All cash to the seller
Verified By: WDOR, Assessor info
Verified To: Kevin Crary
Legal Description: CENT IMPR CO SUBD NO 2 LOTS 1 & 2 BLK 7 IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

8

DATE: August 23, 2013

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

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

SUBJECT: **Research Park TID Closure Informational Report**

TID #2 in Wauwatosa (Research Park TID) is preliminarily set to close in May of 2015. There are several factors that may impact this closing date. The most likely factor includes road improvements to address unforeseen traffic problems, which would be created from the reconfiguration of Watertown Plank Rd and the Zoo interchange.

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

9

DATE: September 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.*

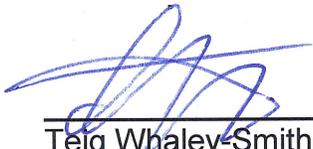
The State of Wisconsin has specified that the development site and other applicable sites west of the 1913 line are "not part of the lake bed of Lake Michigan" (Wis. Stats. Sec. 30.2038).

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

10

DATE: August 22, 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 July 1, 2013 and ending August 31, 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 August 31, 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
6212 N Willow Glen Ln, Glendale	June 13, 2013	2013	\$ 43,000.00
		TOTAL	\$ 449,000.00

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

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 0	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
6212 N Willow Glen Ln	Joe Li, Yehua Tang	2013	No contingencies or options. Expect to close early September, 2013

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

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

DATE: August 16, 2013

TO: Supervisor Pat Jursik, Chairperson, Economic & Community Development Committee

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

SUBJECT: **Informational Report from the Director, Department of Health and Human Services, Regarding the 2014 Community Development Block Grant Allocation Process and Public Hearing**

Background

As part of the annual Community Development Block Grant (CDBG) process, all applicants are invited to attend a public hearing and present their proposals to the Economic and Community Development Committee. The Department of Health and Human Services (DHHS) - Housing Division has completed their review of all 2014 proposals and sent letters to the agencies notifying them of the public hearing (See Attachment A). The applicants will attend the September 16, 2013 Economic and Community Development Committee meeting to present a three minute summary to Committee members (See Attachment B).

Issue

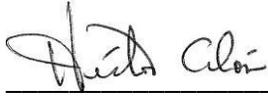
The Housing Division has reviewed all of the 2014 CDBG applications, including the proposed activities. Organizations have been directed to provide a short presentation to the Committee including information on how the proposed activity will benefit the residents of Milwaukee County's CDBG jurisdiction and how the activity will primarily benefit low to moderate income people (per the National Objective standards established by HUD). The public hearing is a necessary and critical step toward approving the CDBG 2014 projects and related funding for the 2014 Annual Plan.

Following the public hearing, the CDBG review panel will examine all proposals and make recommendations for funding to the Economic and Community Development Committee for approval by the Board of Supervisors and the County Executive. As discussed previously in the Division's CDBG timeline, these recommendations will be brought to the Economic Development Committee for a special session in September. Once the Board approves the projects, the 2014 Annual Plan will be published for comment for 30-days, as required. Any

public comments will then be incorporated into the final 2014 Annual Plan and the Plan will then be submitted to HUD for approval.

Recommendation

This is an informational report. No action is necessary.



Héctor Colón, Director
Department of Health and Human Services

cc: County Executive Chris Abele
Raisa Koltun, County Executive's Office
Kelly Bablitch, County Board
Don Tyler, Director, DAS
Josh Fudge, Interim Fiscal & Budget Administrator, DAS
Matt Fortman, Fiscal & Management Analyst, DAS
Martin Weddle, Analyst, County Board Staff
Jodi Mapp, Committee Clerk, County Board Staff

PUBLIC HEARING NOTICE - CDBG

In accordance with 24 CFR 91.105 and as the lead agency for the Milwaukee Urban County Jurisdiction and the Milwaukee County HOME Consortium, Milwaukee County is holding a public hearing for input in the 2014 Annual Plan outlining the use of CDBG and HOME funds received from the US Department of Housing and Urban Development estimated to total \$2.1 million. The hearing will be held as part of the Milwaukee County Economic and Community Development Committee of the County Board meeting on September 16, 2013, 1 p.m., Milwaukee County Courthouse, 901 N. 9th Street, Room 203-R. Written comments may be submitted to Milwaukee County Housing, Attn: Jean Wolfgang, 2711 W. Wells Street, Room 102, Milwaukee, WI 53208, or emailed to jean.wolfgang@milwcnty.com. For questions, call 414-278-4880.



DEPARTMENT OF HEALTH & HUMAN SERVICES
HOUSING DIVISION

ATTACHMENT A

August 23, 2013

Dear CDBG Applicant:

Your proposal for Milwaukee County 2014 Community Development Block Grant (CDBG) funding program will be reviewed by the Milwaukee County Board of Supervisors at the Economic and Community Development Committee meeting on Monday, September 16th, 2013. The meeting will begin at 9:00 a.m. in Room 203-R of the Milwaukee County Courthouse.

To ensure that all applicants have sufficient time to present their project to the Committee, we are requesting that applicants have only one representative make a presentation on the proposed project. The representative will be limited to two minutes for the presentation, followed by one minute for possible questions from the Committee members. No handouts will be allowed during the presentation. Committee members will have copies of the proposals well in advance of the meeting.

No funding recommendations will be made at this meeting.

Please find the estimated time of your presentation on the schedule of presentations attached. We suggest that you arrive thirty minutes prior to your scheduled time in case the Committee is ahead of schedule. We strongly encourage all applicants to honor the established parameters for the two minute time limit and the one-person format for the presentations.

If you have any questions concerning this matter, please call Jean Wolfgang at 278 - 4880.

Sincerely,

Jean Wolfgang
HOME and CDBG Manager

Enclosure

Requests

Applicant/Title	Time	At-Large Public Service	Municipal Public Service	At Large Non Public Serv.	Municipal Non Public Service
Brown Deer:Senior Citizen's Club Meal/Operations	1:30 PM		\$ 24,710		
Cudahy:Property Maintenance Program	1:33 PM		\$ 10,000		
Cudahy Interfaith (CSFI)	1:36 PM	\$ 9,912	\$ 8,088		
Fair Housing: Fair Housing Services	1:39 PM	\$ 40,000			
Franklin:Senior Travel Project	1:42 PM		\$ 10,000		
Greendale: Adult Program Services	1:45 PM		\$ 10,200		
Greenfield: Senior Services Program Supervisor	1:48 PM		\$ 20,000		
Hope House: River Park Apts. Case Management	1:51 PM	\$ 50,000			
Hunger Task Force: Farm	1:54 PM	\$ 92,755			
Interfaith Senior Program	1:57 PM	\$ 50,474	\$ 28,840		
JFS - Peer Support	2:00 PM	\$ 30,000			
Select Milwaukee	2:03 PM	\$ 112,500			
Shorewood:Senior Resoucre Center	2:06 PM		\$ 10,000		
St. Francis: Code Compliance Officer	2:09 PM		\$ 10,000		
WCS: Green Trades Training Program	2:12 PM	\$ 40,000			
WCS:Driver's License Recovery & Employability	2:15 PM	\$ 40,000			
West Milwaukee:Community Centre Maintanence	2:18 PM		\$ 9,000		
Cudahy: ADA Accessibility Intersection	2:21 PM				\$ 45,835
Franklin:Senior Dining Facility ADA Fire Alarm	2:24 PM				\$ 67,000
Glendale:Sidewalk Replacement Project	2:27 PM				\$ 31,345
Grand Avenue Club: Job Creation/Employment Op.	2:30 PM			\$ 100,000	
Greendale Historical:Re-adaptation(grounds/tower)	2:33 PM				\$ 40,000
Greenfield: Farmer's Market Improvement Project	2:36 PM				\$ 52,000
South Milwaukee Human Concerns: Electrical Improvements	2:39 PM				\$ 25,000
Hunger Task Force : Volunteer Education Center	2:42 PM			\$ 52,560	
Milwaukee County Arch. Barrier Removal Grants	2:45 PM			\$ 40,000	
Milwaukee County Home Repair - Suburban	2:48 PM			\$ 151,818	
Milwaukee County Parks	2:51 PM			\$ 312,000	
Milwaukee County/Shorewood Home Repair Grant	2:54 PM				\$ 10,000
Rebuilding Together: Critical Home Repairs	2:57 PM			\$ 100,000	
Shorewood:Alley Improvements	3:00 PM				\$ 15,000
South Milwaukee: Senior Center Energy Project	3:03 PM				\$ 72,900
St. Francis: City Trail Project-Phase 2	3:06 PM				\$ 60,000
St. Francis:Sidewalk & Handicap Ramp Project	3:09 PM				\$ 40,000
West Milwaukee: Community Centre Exterior	3:12 PM				\$ 100,000
WWBIC:Business Owner	3:15 PM			\$ 53,361	\$ 46,639

Total	\$465,641	\$ 140,838	\$ 809,739	\$ 605,719
Maximum	\$104,338	\$ 104,338	\$ 452,131	\$ 452,131
Difference	\$361,303	\$ 36,500	\$ 357,608	\$ 153,588

Anticipated 2014 Allocation	\$1,391,173
Admin	\$ 278,235
Remaining	\$1,112,938
Public Service Maximum	\$ 208,676
Non-Public Service Remaining	\$ 904,262