

**County of Milwaukee County
Housing Division
Department of Health & Human Services
INTER-OFFICE COMMUNICATION**

DATE: June 3, 2010

TO: Supervisor Theodore Lipscomb, Vice Chair
Economic & Community Development Committee

FROM: Timothy Russell
Housing Division, DHHS

**SUBJECT: FROM THE ADMINISTRATOR, HOUSING DIVISION,
AN INFORMATIONAL REPORT PRESENTING THE
PROPOSED TIMETABLE FOR THE 2011 MILWAUKEE
COUNTY COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM YEAR (INFORMATIONAL
ONLY UNLESS OTHERWISE DIRECTED BY THE
COMMITTEE)**

Issue

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

Discussion

The County expects to receive approximately 1.8 million in CDBG funds for program year 2011. Of this amount, about \$738,000 will be available for County-Wide At-Large (non-municipal) projects. The proposed schedule for the public hearing, along with the solicitation, evaluation and selection of proposals seeking CDBG funding, is as follows:

June 14, 2010	Public Hearing on Housing & Community Development General Needs. (Regularly Scheduled Committee Meeting)
July 1, 2010	2011 Program Year Application Available
July 29, 2010	Application due date

- September 20, 2010 Public Hearing for presentation of proposed projects (Regularly Scheduled Committee Meeting)
- October 25, 2010 Committee on Economic & Community Development allocates CDBG and HOME Funds for 2011 Program Year activities (Regularly Scheduled Committee Meeting)
- November 4, 2010 1st Thursday County Board of Supervisors approves CDBG and HOME funds for 2011 Program Year activities
- November 15, 2010 Milwaukee County's application for 2011 CDBG and HOME Funds due at HUD
- January 1, 2011 Program Year begins.

The proposed timetable is provided for informational purposes, unless other wise directed by the Committee.

Respectfully submitted,

Timothy Russell, Administrator
Housing Division, DHHS

Cc: Scott Walker, County Executive
Lee Holloway, County Board Chairman
Cindy Archer, Director – DAS
Steve Kreklow, Fiscal & Budget Administrator – DAS
Joseph Carey, Fiscal Analyst – DAS
Glenn Bultman – County Board Analyst
Linda Durham – Committee Clerk
Leonard Jackson – Program Coordinator

SCHEDULE OF PRESENTATION - 2011 CDBG PROPOSALS

Project No.	Proposal Sponsor	Amount Requested	Time
1	Agape Community Center	27,500	9:00 am
2	Badger Assoc. of the Blind & Impaired	40,000	9:03 am
3	Boys & Girls Clubs of Greater Milwaukee	40,000	9:06 am
4	Career Youth Development, Inc. CYD'S Mental Health Service	40,000	9:09 am
5	Career Youth Development, Inc. Substance Abuse Service	40,000	9:12 am
6	Career Youth Development, Inc. CYD-Youth Services	40,000	9:15 am
7	Career Youth Development First-Time Homebuyer Program	40,000	9:18 am
8	Casa Romero Renewal Center	40,000	9:21 am
9	Center for Veterans Issues	40,000	9:24 am
10	CommonBond Communities	173,844	9:27 am
11	Community Advocates, Inc.	25,000	9:30 am
12	Community Warehouse, Inc.	40,000	9:33 am
13	Council for Spanish Speaking	40,000	9:36 am
14	Council for Spanish Speaking	40,000	9:39 am
15	Cudahy-St. Francis Interfaith	25,000	9:42 am
16	Daystar, Inc.	25,000	9:45 am
17	Easter Seals S.E. Wisconsin	31,927	9:48 am
18	Eisenhower Center Inc.	40,000	9:51 am
19	Gibraltar Development Of Milwaukee	29,000	9:54 am
20	Grand Avenue Club Inc.	40,000	9:57 am
21	Granville Interfaith Program	27,500	10:00 am
22	Greendale Historical Society	40,000	10:03 am
23	Growing Power, Inc.	40,000	10:06 am
24	Health Institute of Milwaukee	40,000	10:09 am
25	Heartlove Place	29,000	10:12 am
26	Helps International, Inc. Literacy for Children	40,000	10:15 am
27	Helps International, Inc. Real Money University	40,000	10:18 am
28	Helps International, Inc. Kids Club	40,000	10:21 am
29	Hmong American Friendship	34,220	10:24 am
30	Housing Resources, Inc.	40,000	10:27 am
31	Hunger Task Force	40,000	10:33 am
32	Hunger Task Force	40,000	10:36 am
33	Independence First, Inc.	25,000	10:39am

34	Journey House	40,000	10:42am
35	LaCausa, Inc.	39,600	10:45am
36	Lao Family Community, Inc. Youth Services.	38,000	10:48am
37	Lao Family Community, Inc. Employment Training	40,000	10:51am
38	Legal Aid Society	40,000	10:54am
39	Light Streams Community Development	100,000	10:57am
40	Lincoln Park Community Center	25,000	11:00 am
41	Messmer Catholic Schools	27,500	11:03am
42	Milwaukee Christian Center	25,000	11:06am
43	Milwaukee County CBDP	90,000	11:09am
44	Milwaukee County Housing Division Emergency Home Repair	100,00	11:12am
45	Milwaukee County Housing Division Residential Architectural Barrier	100,000	11:15am
46	Milwaukee County Housing Special Needs	25,000	11:18am
47	Milwaukee County Parks Department	100,000	11:21am
48	Milwaukee Urban League	25,000	11:24am
49	My Home, Your Home Inc.	30,000	11:27am
50	National Association Black Veterans	40,000	11:30am
51	Neighborhood House.	28,500	11:33am
52	North Avenue Community Development	40,000	11:36am
53	Northcott Neighborhood House	40,000	11:39am
54	Peace Learning Center	39,994	11:42am
55	Project Return	40,000	11:45am
56	Repairers of the Breach	40,000	11:48am
57	St. Catherine Residence	37,560	11:51am
58	St. Vincent de Paul	40,000	11:54am
59	SDC Community Relations	40,000	11:57am
60	S.E. Youth & Family Services	29,000	12:00pm
61	Summit Educational Association	40,000	12:03pm
62	United Community Center	40,000	12:06pm
63	Unity MB Church Food Pantry	40,000	12:09pm
64	Wisconsin Community Services Driver's License Recovery	40,000	12:12pm
65	Wisconsin Community Services WCS Learn and Earn	40,000	12:15pm
66	Wisconsin Procurement Institute	40,000	12:18pm
67	Wisconsin Women's Business Initiative	40,000	12:21pm
68	Word of Hope	40,000	12:24pm

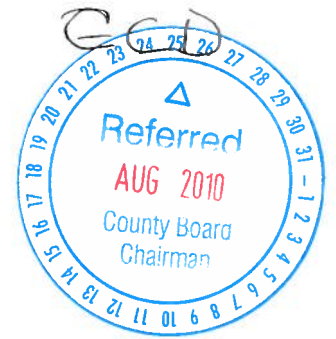
Dated September 10, 2010



OFFICE OF COUNTY EXECUTIVE

Milwaukee County

SCOTT WALKER • COUNTY EXECUTIVE



FILE NO. 10-292

DATE: August 5, 2010

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

FROM: Scott Walker, County Executive

SUBJECT: Appointment of Mr. Damon Dorsey

Pursuant to passage of the 2010 Milwaukee County Budget, and subject to the confirmation of your honorable body, I am pleased to appoint Mr. Damon Dorsey to the position of Director of Economic Development for Milwaukee County. I am appointing Mr. Dorsey as Interim Director effective August 23, 2010 pending formal confirmation.

Mr. Dorsey holds a B.S. in Business Administration from Marquette University and an MBA in Finance from the University of Wisconsin-Whitewater. He has a broad based background in Economic Development, having previously served as Director of the North Avenue Community Development Corporation, Business Manager for Esperanza Unida and as an Economic Development Specialist for the Sherman Park Association. He also served as a Financial Analyst for the former Wisconsin Electric Power Company. He currently serves as a Regional Planner for the Wisconsin Department of Transportation.

Mr. Dorsey brings a wealth of experience to this newly created post in the Department of Transportation and Public Works and we urge your confirmation of his appointment. Attached you will find his resume.



 Scott Walker
 County Executive

Electronic Cc: Supervisor Theo Lipscomb
 Terry Cooley
 Glen Bultman, Research Analyst
 Linda Durham, Committee Clerk
 All County Board Supervisors

DAMON M. DORSEY

2027 E. Marion St • Shorewood WI. 53211 • (414) 232 – 2538 • damondor@msn.com

EXPERIENCE SUMMARY: Significant amount of experience evaluating market conditions, implementing economic development projects, providing small business development assistance and generating real value for local communities.

EXPERIENCE

IMPLEMENTING ECONOMIC DEVELOPMENT STRATEGIES

- **Business District Development:** Worked with the City of Milwaukee to organize three Business Improvement Districts (BIDs) located in Milwaukee's Central City (BIDs #26, #32, and #39). BIDs currently generate over \$150,000 in revenue, which can be directly applied to improving business along the Districts.
- **Planning:** Acted as a liaison between the City of Milwaukee and local residents to facilitate the development and implementation of several neighborhood plans, including; the Fond du Lac/North Comprehensive Plan, the Washington Park Comprehensive Plan, and the Gateway District Revitalization Plan.
- **Attract Capital:** As part of the urban revitalization strategy, worked with local foundations, government agencies, non-profit organizations and the private sector to attract over \$25 million of investment to Milwaukee's central city. Efforts created over 150 units of affordable housing, 75,000 sq. ft. of commercial space, and revitalized commercial corridors.
- **Affordable Housing:** Initiated the development of several affordable housing developments in Milwaukee aimed at addressing the chronic need for affordable housing in Milwaukee, as identified in the City of Milwaukee's planning efforts.
- **Asset Management:** Managed, maintained and monitored commercial property inventory along North Avenue. Inventory eventually integrated with the City of Milwaukee's online commercial property system for the purpose of stimulating the real estate market along North Avenue.
- **Inter-agency Cooperation:** Significant experience working with government agencies to address economic development issues. In Milwaukee, worked closely with local Aldermen, the Mayor's office, the Department of City Development, Redevelopment Authority of the City of Milwaukee, Community Development Block Grant Office, Neighborhood Services, the Board of Zoning Appeals and various committees to implement strategies, secure public financing and develop projects or/and programs.

PROVIDING BUSINESS TECHNICAL ASSISTANCE

- **Supporting Entrepreneurship:** As President of the North Avenue CDC, created a Business Development Center with the objective of providing technical assistance to businesses looking to start-up or expand.
- **Business Development:** As a Business Consultant, assisted a number of businesses in developing financial proposals for the purpose of acquiring sufficient working capital to implement a recovery or expansion strategy. Also provided assistance to business owners seeking to access government financial support, such as: City of Milwaukee Façade Grant, Retail Investment fund, Renewal Community, Tax Incremental Financing funds, and Main street funds; and the State Department of Commerce Minority/Women Loan Fund.
- **Access to Capital:** In partnership with local financial institutions, created a business development loan fund to support business development along the North Avenue Gateway Business Improvement District.
- **Market Analysis:** Significant experience performing market studies to support and encourage small business development in a target area and to support economic development strategies. Market studies primarily focused on demographic trends, consumer buying habits, competitive factors, traffic patterns, and income patterns.

REAL ESTATE DEVELOPMENT EXPERIENCE

- **Project Development And Management:** A solid record of managing real estate development projects, completing projects on time and within budget. Experience in: Negotiating acquisitions and dispositions, site acquisition, design and construction contracts, and leasing contracts; Gaining local planning and zoning approval, and public support; managing the design and construction process; developing project budgets and pro-formas that sufficiently reflect the risk and return of projects; and packaging and selling project concepts to a broad range of stakeholders and investors.
- **Financial Analysis:** Strong background utilizing Microsoft EXCEL software to evaluate the financial feasibility of projects and to structure development deals. Experience evaluating new construction, rehab, build-outs, acquisitions joint ventures, and dispositions. Experience integrating marketing analysis, construction estimates and cost of capital assumptions into analysis. Experience developing the initial development budget, operating pro-forma, financing scenarios, sources and uses analysis, and the application of various sources of financing (debt/equity) to determine project performance.
- **Market Analysis:** Performed market research and analysis on North Avenue and Center Street commercial corridors by utilizing GIS software (ESRI) to drill down into demographic data and trends. The Plan identifies market-based opportunities, strategies for capturing opportunities, and a detailed work plan to quickly implement the Plan. Plan used to recruit new businesses to commercial districts, expand the market opportunities of existing businesses and attract additional capital. Analysis led to the creation on both the Gateway District Business Improvement District and the Center Street Business Improvement District.
- **Projects Completed:** Below are projects that I have been involved in developing, often from concept to lease-up. My participation generally involved performing financial analysis, gaining site control and public support, developing the business plan or marketing study, securing financing, addressing environmental issues, identifying and securing commercial tenants, and managing the construction process.
 - Columbia Square (34th & North Avenue/date completed 2004): New construction, 53,000 sq. ft. mixed-use development. Includes 22 apartments, 12,000 sq. ft. of retail space.
 - Toussaint Square (35th & North Avenue/2005): New construction, 52,000 sq. ft. mixed-use development. Includes 24 apartments, 30,000 sq. ft. of retail space.
 - Johnson Park Lofts (18th & Fond du lac/2004): Rehab, 80,000 sq. ft. mixed-use development. Includes 24 loft-style apartments, 20,000 sq. ft. of retail space.
 - New Village Apartments (17th and Center St. /2005): New construction, 32,000 sq. ft. housing development. Includes 24 apartments.
 - Fond du lac Center (Fond du lac & Center/2006): New construction, 54,000 sq. ft. mixed-use development. Includes 24 apartments, 10,000 sq. ft. of retail space.
 - Prince Hall Village (13th & North Ave. /2007): New construction, 52,000 sq. ft. mixed-use development. Includes 24 apartments, 3,000 sq. ft. of retail space.
 - Jet Beauty Supply (Burleigh & Fond du lac/2003): New construction, 6,000 sq. ft. commercial development.
 - E&M CITGO (37th & North Ave. /2002): New construction, 3,000 sq. ft. commercial development.

WORK HISTORY

TERM	POSITION/ORGANIZATION
2008 - Present	Regional Development ➤ Regional Planner, Wisconsin Department of Transportation ➤ Instructor/Program Manager, Edgewood College, Madison
2004 - 2008	Small Business Owner ➤ Principal Consultant, The Urban Development Group, Milwaukee
1995 - 2007	Economic Development: ➤ Director, North Avenue Community Development Corp., Milwaukee WI ➤ Business Manager, Esperanza Unida, Milwaukee WI ➤ Economic Development Specialist, Sherman Park Community Assn.
1989 - 1995	Corporate Experience: ➤ Senior Market Analyst, Northwest Airlines, Eagan MN ➤ Financial Analyst, Wisconsin Electric Power Company, Milwaukee WI

EDUCATION

M.B.A./Finance, University of Wisconsin - Whitewater

B.S. Business Administration, Marquette University

REFERENCES: Furnished upon request

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

DATE: September 9, 2010

TO: Chairman Lee E. Holloway
Milwaukee County Board of Supervisors

FROM: Geri Lyday, Interim Director, Dept of Health & Human Services
Prepared by Gary Bottoni, Program Coordinator

SUBJECT: Subordination of County Home Repair Loan

Issue

Approval of request to maintain County Home Repair loan in second position via subordination, for borrower refinancing house and taking cash out.

Background

Jeannine Rowe received a \$14,000 Home Repair loan in October of 2009 for a roof, exterior trim, and porch repairs for her house at 1262 N. 68 St, Wauwatosa. Based upon identified lead paint hazards, a Lead Assistance Grant in the amount of \$3,260 was provided for windows and an exterior door.

Ms. Rowe is asking that the County, currently in second lien position, subordinate its lien to a refinanced first mortgage.

Refinancing the existing first mortgage would automatically move the County's lien into first position. The new lender desires to hold first position.

Ms. Rowe does not qualify under the adopted resolution authorizing the administrative subordination of liens. She seeks to take \$27,000 in cash out as part of the refinancing, which she will use to create additional living space in her house's attic. (An expansion of living space such as this is not eligible for a County Home Repair loan).


Ms. Rowe otherwise would meet the requirements for an administrative subordination. An appraisal indicates there is sufficient equity in the property to protect the County's lien (total debt after refinancing of \$140,150 under a current appraised value of \$175,000); she has a good payment record on her County loan; and her property taxes are current.

Recommendation

Staff recommends approval of the request for subordination.

Fiscal Effect

Approval of the request would have no fiscal impact. No additional funds would be expended or received.



Geri Lyday, Interim Director
Department of Health and Human Services

cc: Supervisor James Schmitt, 19th District
Scott Walker, County Executive
Tim Russell, Director - Housing
Cindy Archer, Director - DAS
Steve Kreklow, Fiscal & Budget Administrator - DAS
Joseph Carey, Fiscal Analyst - DAS
Glenn Bultman - County Board Analyst
Linda Durham - Committee Clerk

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: Sep 9, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Subordination of County Home Repair lien

FISCAL EFFECT:

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

Subordination of County lien to refinanced first mortgage has no fiscal impact. Costs or revenues are not increased or decreased.

Department/Prepared By Milwaukee County Housing Division, Gary Bottoni, Program Coordinator

Authorized Signature

Guy A. Seydau

Did DAS-Fiscal Staff Review?

Yes

No

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

1
2
3
4 (ITEM ___) from Director, Department of Health and Human Services, requesting approval of a
5 request to subordinate a County Home Repair lien to a refinanced first mortgage.

6
7 WHEREAS, Jeanine Rowe received a \$14,000 Home Repair loan in October of 2009 for repairs
8 of her house at 1262 N. 68 St, Wauwatosa; and

9
10 WHEREAS, the County has been asked to maintain it's lien in second position behind a
11 refinanced first mortgage; and

12
13 WHEREAS, Ms. Rowe does not meet the qualifications under the adopted resolution for the
14 administrative subordination of liens, as she seeks to take \$27,000 in cash out as part of the
15 refinancing, which would be used to create additional living space in her house's attic; and

16
17 WHEREAS, Ms. Rowe would otherwise meet criteria for administrative subordination, in that
18 there is equity remaining after the refinancing to protect the County's lien (\$140,150 debt under
19 a current appraisal of \$175,000), and she has a good payment history on her County loan; now,
20 therefore,

21
22 BE IT RESOLVED, that the Director of the Department of Health and Human Services, or
23 her designee, is authorized and directed to enter into a subordination agreement to
24 subordinate the County Home Repair lien on 1262 N. 62 St, Wauwatosa, to a refinanced
25 first mortgage.

INTER-OFFICE COMMUNICATION

DATE: September 7, 2010
TO: Committee on Economic and Community Development
FROM: Craig C. Dillmann, Manager, Real Estate Services
SUBJECT: Status of 2010 excess property sales (**INFORMATION ONLY**)

The Real Estate Services Division of the Department of Transportation and Public Works reports to the Committee, on a monthly basis, the status of excess property sales. Attached is the monthly report for period ending August 31, 2010.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: September 20, 2010

cc. Scott Walker, County Executive
Lee Holloway, County Board Chairman
Jack Takerian, Director of Transportation and Public Works
Josh Fudge, Fiscal Mgmt. Analyst - DAS

REAL ESTATE SERVICES DIVISION
EXCESS LAND SALES STATUS REPORT
 Period ending August 31, 2010

CLOSED PROPERTIES – REAL ESTATE SALES REVENUE

Property	Committee Date	Closed	Sale Proceeds
Block 1E – Park East Development	March 9, 2009 December 7, 2009	RSC forfeiture	\$ 50,000.00 ¹
4900 North Shoreland Avenue, Whitefish Bay	March 8, 2010	April 23, 2010	\$ 89,000.00
2113 South 84 th Street, West Allis	March 8, 2010	April 30, 2010	\$ 20,000.00
6375 North 76 th St., Milwaukee	October 27, 2008 March 8, 2010	August 31, 2010	\$ 26,314.00 ²
		Total	\$ 185,314.00
400,000.00		2010 Budget	\$

CLOSED PROPERTIES – MILWAUKEE COUNTY RESEARCH PARK REVENUE

Lot	Buyer	Date	Sale Price	Amt. To Econ. Dev. Div.
	TOTAL			\$

PENDING PROPERTY CLOSINGS

Property	Committee Date	Pending Closing	Sale Proceeds
Block 6E, Park East Development	April 3, 2006	1 st quarter 2011	\$ 406,000.00 ³
Land west of the Southwest corner of E. Layton & S. Pennsylvania Avenues	June 12, 2006	3 rd quarter 2010	\$ 183,000.00
NE Quadrant County Grounds	May 11, 2009 December 15, 2009	Requesting extension	\$ 5,000,000.00 ⁴
5414-22 South Packard Avenue, Cudahy	June 14, 2010	3 rd quarter 2010	\$ 32,000.00
	TOTAL		\$ 5,621,000.00

GENERAL PROPERTY STATUS

Property	Committee Date	Status	Asking Price
3231 South 122 nd Street, West Allis		Available for sale	\$ 214,900.00
4812 South 39 th Street, Greenfield		Available for Sale	\$ 84,900.00
5478 South Packard, Cudahy		Available for sale	\$ 19,900.00
3618 East Grange, Cudahy		Available for sale	\$ 4,900.00
6614 Vista, Wauwatosa	Presenting offer	Available for sale	\$ 50,000.00
3749 East Squire, Cudahy		Available for sale	\$ 25,000.00
8450 West Beatrice Ct., Milwaukee		Available for sale	\$ 375,000.00 ⁵
3672 East Lunham Avenue, St. Francis		Available for sale	\$ 85,000.00

1. RSC closed the sale of Block 1E for \$2,725,000 in December 2007 and entered into a Development Agreement to construct the proposed development.

The Committee dates refer to extensions of the Excavation Commencement Date granted to RSC.

The March 9, 2009 meeting granted an extension until November 30, 2009.

The December 7, 2009 meeting granted an extension until May 31, 2010.

The June 14, 2010 meeting granted an extension until September 30, 2010

\$25,000 was received from RSC for not meeting the January 29, 2010 Excavation Completion Date.

An additional \$25,000 was received for not meeting the July 30, 2010 Excavation Completion Date.

Common Bond did not receive WHEDA tax credit allocations so Common Bond & RSC are pursuing alternative financing sources and seeking an extension.

2. **Net Real Estate Revenue from the \$475,000 sale price. Net proceeds of \$ 421,681 to Federal Transportation Administration to be allocated for transit projects in Milwaukee County.**

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

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

5. **Net proceeds to Federal Transportation Administration**

REAL ESTATE SERVICES DIVISION

SUMMARY DETAIL OF PENDING PROPERTY CLOSINGS

PROPERTY	BUYER	CLOSING	COMMENTS
Block 6E, Park East	Rainier Properties II, LLC	1 st quarter 2011	Option extended to December 31,2010. If Buyer exercises option closing to occur within 30 days thereafter.
Land west of the SW corner of E. Layton & S. Pennsylvania Avenues	Cobalt Partners	3 rd quarter 2010	Landlocked County-owned 4-acre strip. Buyer awaiting TIF funding to close in September 2010.
NE Quadrant County Grounds	UWM	4 th quarter 2010	Contingency Waiver Date expires September 30, 2010. Buyer requesting extension until November 15, 2010 for City of Wauwatosa decision on TIF. Purchase price to be paid by following installments: 2010 \$5,000,000 2011 \$5,000,000 2012 \$ 887,500 2013 \$ 887,500 2014 \$ 887,500 2015 \$ 887,500
5414-22 South Packard Avenue, Cudahy	Gard N Angel	3 rd quarter 2010	Buyer pursuing approvals to construct and operate a child care center on subject property. Anticipate closing in September 2010.

INTER-OFFICE COMMUNICATION

DATE: September 14, 2010

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

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

SUBJECT: Offers to purchase on a County-owned single-family house located at 6614 Vista Drive in the City of Wauwatosa, Wisconsin.

POLICY ISSUE:

County Board Resolution File No. 10-14 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

BACKGROUND:

The Real Estate Division of the Department of Transportation and Public Works received three offers to purchase on an excess County-owned single-family house located at 6614 Vista Drive in the City of Wauwatosa. A copy of the recommended offers and an exhibit depicting the location of the property are attached.

The subject property, appraised at \$50,000, consists of a four-bedroom two-bath house with a two car detached garage situated on a 60 X 120 foot lot. The Milwaukee County Treasurer acquired the property for delinquent taxes by foreclosure proceedings. The property is in need of complete interior and exterior rehabilitation, including significant basement work and sewer lateral replacement.

The first offer is from James L. Rogge in the amount of \$55,500 cash. Mr. Rogge is the adjacent property owner and plans to completely re-hab the house as an investment property. Mr. Rogge has purchased and rehabilitated several homes in the past.

The second offer is from Chase Properties & Investment, LLC (Chase) in the amount of \$51,000 cash. Chase plans to completely re-hab the house as an investment property. A representative of Chase provided bank statements indicating more than sufficient funds to buy and re-hab the subject property.

The third offer is from Brutus Investments LLC in the amount of \$15,000 cash.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend acceptance of the above-described offer from James L. Rogge in the amount of \$55,500 as the primary offer and recommends acceptance of the offer from Chase Properties & Investments, LLC in the amount of \$51,000 as a secondary offer in the event that Mr. Rogge does not fulfill the requirements of his offer to purchase.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: September 20, 2010
Attachments

cc: Scott Walker, County Executive
Supervisor Jim Schmitt, 19th District

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

A RESOLUTION

WHEREAS, the Real Estate Division of the Department of Transportation and Public Works received three offers to purchase on an excess County-owned single-family house located at 6614 Vista Drive in the City of Wauwatosa; and,

WHEREAS, the subject property, appraised at \$50,000, consists of a four-bedroom two-bath house with a two car detached garage situated on a 60 X 120 foot lot. The Milwaukee County Treasurer acquired the property for delinquent taxes by foreclosure proceedings. The property is in need of complete interior and exterior rehabilitation, including significant basement work and sewer lateral replacement; and

WHEREAS, the first offer is from James L. Rogge in the amount of \$55,500 cash. Mr. Rogge is the adjacent property owner and plans to completely re-hab the house as an investment property. Mr. Rogge has purchased and rehabilitated several homes in the past; and

WHEREAS, the second offer is from Chase Properties & Investment, LLC (Chase) in the amount of \$51,000 cash. Chase plans to completely re-hab the house as an investment property. A representative of Chase provided bank statements indicating more than sufficient funds to buy and re-hab the subject property; and

WHEREAS, the third offer is from Brutus Investments LLC in the amount of \$15,000 cash; and

WHEREAS, the Committee on Economic and Community Development at their meeting on September 20, 2010 recommended acceptance of the above-described offer from James L. Rogge in the amount of \$55,500 as the primary offer and the offer from Chase Properties & Investments, LLC in the amount of \$51,000 as a secondary offer; now, therefore,

BE IT RESOLVED, that the Manager of Real Estate Services is hereby authorized to sign the above described offer to purchase from James L. Rogge in the amount of \$55,500 as the primary offer and the offer from Chase Properties & Investments in the amount of \$51,000 as a secondary offer; and

46 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are
47 hereby authorized to convey by Warranty Deed the subject property located at 6614 Vista
48 Drive in the City of Wauwatosa to James L. Rogge and/or assigns for the consideration of
49 \$55,500 pursuant to the terms and conditions of his offer to purchase; and

50

51 BE IT FURTHER RESOLVED, that in the event James L. Rogge does not fulfill the
52 terms and conditions of his offer to purchase then the County Executive and the County
53 Clerk are hereby authorized to convey by Warranty Deed the subject property to Chase
54 Properties & Investments, LLC and/or assigns for the consideration of \$51,000 pursuant to
55 the terms and conditions of their offer to purchase.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 2, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Offers to purchase on a County-owned single-family house located at 6614 Vista Drive in the City of Wauwatosa, Wisconsin.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$ 5,000	
	Revenue	\$ 55,500	
	Net Cost	- \$ 50,500	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

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

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 09/09/2010 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING
2 BROKER) (AGENT OF BUYER AND SELLER) **STRIKE ONES NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, James L. Rogge, offers
4 to purchase the Property known as [Street Address] 6614 West Vista Drive
5 in the City of Wauwatosa
6 County of Milwaukee Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: FIFTY FIVE THOUSAND FIVE HUNDRED + 00/100
9 Dollars (\$ 55,500.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00 will be
11 mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or _____

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

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

15 ■ NOT INCLUDED IN PURCHASE PRICE: Tenants personal property

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

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

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

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
28 on or before October 15, 2010. Seller may keep the Property
29 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

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

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

43 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
44 or to the Party's recipient for delivery if named at lines 50 or 53 for delivery to the Party's delivery address at lines
45 51 or 54.

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

50 Seller's recipient for delivery (optional): _____

51 Delivery address for Seller: _____

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

53 Buyer's recipient for delivery (optional): _____

54 Delivery address for Buyer: _____

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

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

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

63 **DEFINITIONS**

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

115 **CLOSING** This transaction is to be closed no later than October 29, 2010 at the place
116 selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

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

157 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
158 notice or knowledge of conditions affecting the Property or transaction (lines 66-113) other than those identified in Seller's
159 Real Estate Condition Report dated report exempt, which was received by Buyer prior to Buyer
160 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
161 Buyer relies on inspections made by themselves, their agents, contractors and/or
162 representatives and purchases the subject property in its "as is" condition. Seller makes
163 no warranties no guarantees as to the condition of the subject property, mechanicals, etc.
164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Acceptance of this offer and sale of the subject
166 property is subject to the approval of the Milwaukee County Board of Supervisors and the
167 County Executive.

168 Buy(s) is/are responsible for obtaining environmental testing, if desired, at Buyer's cost
169 and Buyer(s) shall not hold Seller liable for any contamination found,
170 _____
171 _____
172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

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

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

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

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

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

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

218

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

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

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

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

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

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

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

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

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

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

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

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

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

284 If Buyer defaults, Seller may:

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

288 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

321 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
322 occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in
323 this Offer except: none
324

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

328 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

372 **EARNEST MONEY**

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

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

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

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

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

Property Address: 6614 West Vista Drive, ,

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

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

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

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

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

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

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

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**

438 _____
439 _____
440 _____
441 _____
442 _____
443 _____

444 This Offer was drafted on September 9, 2010 [date] by [Licensee and Firm] Gerald A. Baker,
445 Milwaukee County

446 (x) *James L. Rogge* 9-9-10
447 Buyer's Signature ▲ Print Name Here ▶ James L. Rogge Date ▲

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

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

451 _____ Broker (By) _____

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

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

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

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

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

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

REO Case # _____

Loan # _____

Property Address 6614 Vista Drive, Wauwatosa, WI

Lead Warning Statement

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

Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the seller (check one below):
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
 _____ (d) Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.
 _____ (e) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

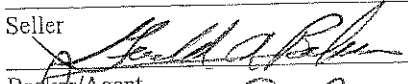

PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND IT'S SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.

Broker's/Agent's Acknowledgment (initial)

- _____ (f) Broker/Agent has informed the seller of the seller's obligations under 42U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller		Date	8/17/10
Broker/Agent		Date	8-17/10
Purchaser		Date	

Fannie Mae
By:

Seller	Date
Broker/Agent	Date
Purchaser	Date

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 9/1/10 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING
2 ~~BROKER~~ (AGENT OF BUYER AND SELLER) ~~[STRIKE ONES NOT APPLICABLE]~~

3 **GENERAL PROVISIONS** The Buyer, Chase Properties + Investments LLC, offers
4 to purchase the Property known as (Street Address) 6614 West Vista Drive
5 in the City of Wauwatosa
6 County of Milwaukee Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: Fifty ONE Thousand Dollars and 00/100
9 Dollars (\$ 51,000.00).

10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 1,250.00 will be
11 mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or THE COMPANY

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

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

16 ■ NOT INCLUDED IN PURCHASE PRICE: none

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

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

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

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

25 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
26 on or before October 15, 2010. Seller may keep the Property
27 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

32 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
33 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-55.
34 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
35 named at lines 50 or 53.

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

39 (3) **Fax:** fax transmission of the document or written notice to the following telephone number:
40 Buyer: (414) 755-7777 Seller: (414) 223-1917

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

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

49 Delivery address for Seller: 2711 West Wells Street, 5th Floor, Milwaukee, WI 53208

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

51 Buyer's recipient for delivery (optional): JASON AMRANI, Member

52 Delivery address for Buyer: 6025 N. Green Bay Ave Suite 2 Milwaukee, WI 53209

53 E-Mail address for Buyer (optional): JASON@CPIWI.COM ; Web ADDRESS: WWW.CPIWI.COM

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

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

63 **DEFINITIONS**

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

66 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions affecting the Property or transaction" are
 67 defined to include:

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

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

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

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

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

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

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

218

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

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

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

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

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

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

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

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

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

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

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

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

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

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

284 If Buyer defaults, Seller may:

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

288 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

328 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

372 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

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

436 **ADDENDA:** The attached _____ Lead base paint addendum _____ is/are made part of this Offer.

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**

438 _____
439 - With 4 Business Days Notice, Buyer Will Close At Seller's preferred Date prior to
440 Closing Date stated in line 115 of the Offer to Purchase.

441 _____
442 - Buyer is a professional Home Buyer / Land Buyer. Our Company Website is WWW.CPIWI.COM
443 OR Feel free to contact the Better Business Bureau about our Company.

444 _____
445 This Offer was drafted on 9-1, 2010 [date] by [Licensee and Firm] Vicki Schmitz, RE/Max Realty/CO

446 (x) _____ 9-1-10
447 Buyer's Signature ▲ Print Name Here ▶ CHASE PROPERTIES + INVESTMENTS LLC Date ▲

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

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

451 _____ Broker (By) _____

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

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

458 (x) _____
459 Seller's Signature ▲ Print Name Here ▶ Craig C. Dillmann, Mgr. Real Es Date ▲

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

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

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

This addendum is made part of the offer to purchase dated: 9/1/2010

Property Address: 6614 West VISAA Drive Wauwatosa, WI

Seller(s): Milwaukee County / Seller's Agent: _____

Purchaser(s): Chase Properties + Investments LLC

Lead Warning Statement

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

Seller's Disclosure (Check (1) or (2) below):

(1) Seller has knowledge of lead-based paint and/or that lead-based paint hazards are present in the housing (explain):

(2) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Seller (Check (1) or (2) below):

(1) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(2) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

Purchaser acknowledges receipt of copies of all information listed above. Purchaser acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

Purchaser has (Check (1) or (2) below):

(1) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards by a federal or state certified lead inspector or lead risk assessor; or

(2) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____ Purchaser AD Gu, As med 9/1/10 Date _____

Seller _____ Date _____ Purchaser _____ Date _____

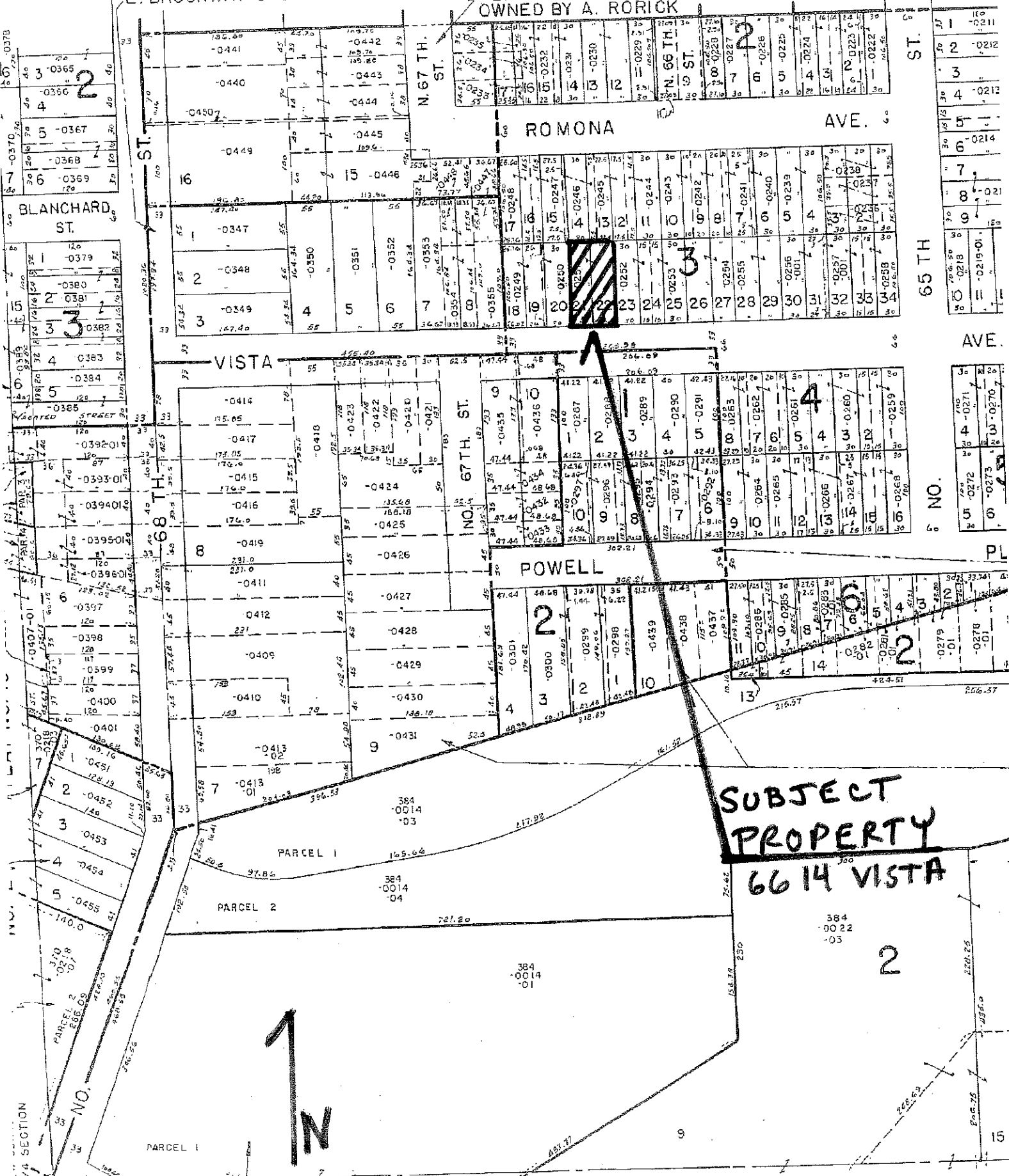
Agent _____ Date _____ Agent VICKI SCHULTZ 9/1/10 Date _____
REMAX Realty 100

CITY OF WAUWATOSA

1" = 100'

L. BROCKWAY'S SUBDIVISION

PLAT OF SUBDIVISION OF PROPERTY OWNED BY A. RORICK



SUBJECT PROPERTY
6614 VISTA

↑
N

W. STATE ST.

C.S.M. NO. 1731

COUNTY OF MILWAUKEE-TREASURY DEPARTMENT
ABSTRACTING DIVISION

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: September 1, 2010

TO: Supervisor Theodore Lipscomb, Vice Chair
Committee on Economic & Community Development

Supervisor Elizabeth Coggs, Chairperson
Committee on Finance and Audit

FROM: Craig C. Dillmann, Manager of Real Estate Services
Department of Transportation and Public Works

SUBJECT: From the Manager, Real Estate Services, DTPW, monthly informational report for the land sale closing on UWM/Innovation Park.

This update highlights activities taken place since the last report to the Economic and Community Development Committee on July 19, 2010 and the Finance & Audit Committee on July 22, 2010.

The Purchase Agreement contractual time frames are currently as follows:

- Due diligence commencement date –July 1, 2009 (Purchase Agreement executed)
- Escrow Deposit of \$25,000 paid- July 6, 2009
- Contingency Waiver (“CW”) Date Expiration-December 31, 2009
- CW Date Extension w/in Purchase Agreement- March 31, 2010
- CW Date Extension-July 31, 2010 (3/18/10 County Board approval)
- CW Date Extension-Sept 30, 2010 (7/29/10 County Board approval)
- Closing Date- on or before October 30, 2010, if the closing contingencies are waived or satisfied.

As reported on several occasions, the following Innovation Park project milestones have been approved by the City of Wauwatosa (“City”):

- Preliminary Business Planned Development
- Change of zoning
- Land division by Certified Survey Map (“CSM”). The draft CSM document is completed and has been reviewed by the City and the Register of Deeds. Upon execution and recording of the final CSM, the land being conveyed at closing will be legally divided and described.

UWM Foundation officials continue to explore with the City the creation of tax incremental financing (“TIF”) for the needed street and other public infrastructure improvements for Innovation Park. The City has undertaken the following steps to advance the consideration of the TIF plan.

- July 29, 2010: An informational briefing on the elements of a TIF was provided to the City Budget and Finance Committee.
- August 9, 2010: The City Plan Commission entertained public testimony concerning the TIF and addressed comments in response to a study conducted by a financial consultant hired by the City supporting the feasibility of a TIF if the development occurs according to the planned schedule. The Plan Commission voted to delay action on whether it will recommend approval of a TIF until September.

It is envisioned the TIF will be considered at the September 13th City Plan Commission meeting and the September 14th City Budget and Finance Committee meeting. Recommendations from the commission and/or committee could be considered at the September 21st City Common Council meeting.

In the event the City deliberation extends beyond the existing September 30, Contingency Waiver Date, UWM has requested by a letter dated August 30, 2010 an extension until November 15, 2010 to keep the Purchase Agreement between the County and UWM in-force. In the letter UWM has waived the following “Approvals Contingencies in favor of the Buyer” in the Purchase Agreement specifically identified as subparagraphs:

- 3(i)a Rezoning of the Property, if necessary, to a zoning classification satisfactory to Buyer.
- 3(i)b Buyer obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Buyer, of all permits, licenses, variances, and approvals that are necessary to permit Buyer to develop the Property as contemplated, including, without limitation, site development plan, buildings, occupancy, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, environmental controls, and the approval by the Milwaukee County Board of the Restoration Plan, as defined in the Development Agreement.
- 3(i)c Platting or replatting the Property in a manner satisfactory to Buyer.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Dates: September 20, 2010 (ECD committee)
 September 23, 2010 (F&A committee)

cc: Scott Walker, County Executive
 Lee Holloway, County Board Chairman
 Supervisor James Schmitt, District 19
 Cynthia Archer, Director of DAS
 Steven Kreklow, Fiscal & Budget Administrator, DAS
 Josh Fudge, Fiscal Mgt Analyst-DAS
 Jack Takerian, Director- DPTW
 Steve Cady, Fiscal and Budget Analyst, County Board

cd\UWM Finance/ECD update September 2010

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE : September 15, 2010

TO : Supervisor Theodore Lipscomb, Vice Chair
Committee on Economic and Community Development

FROM : Craig C. Dillmann, Manager of Real Estate Services
Department of Transportation and Public Works

SUBJECT : From UWM Innovation Park, LLC requesting an extension to the contingency period in the Real Property Purchase Agreement for County-owned land located in the Northeast Quadrant of the County Grounds in the City of Wauwatosa.

BACKGROUND:

In May 2009 the Milwaukee County Board of Supervisors adopted Resolution File No. 09-14(a)(g) approving a Development Agreement and accepting a Real Property Purchase Agreement ("Purchase Agreement") from UWM Innovation Park, LLC ("UWM") for approximately 88.9 acres of land in the Northeast Quadrant of the County Grounds for the development of a new College of Engineering and Applied Science Campus, known as Innovation Park. The Purchase Agreement was executed on July 1, 2009.

The County Board adopted Resolution File No. 09-14(a)(n) in December 2009 approving a Habitat Restoration Landscaping Plan ("Habitat Plan"), which preserves and protects the environmentally sensitive areas of the land to be acquired by UWM. In response to the County Board approving the Habitat Plan, it was necessary for UWM to modify their conceptual site development plan ("development plan") and Certified Survey Map ("CSM") before submitting them to the City of Wauwatosa ("City") to commence the City approval process. Also, to memorialize the requirements in the approved Habitat Plan and adopted County Board resolution the Purchase Agreement and Development Agreement required modification and the Amended Purchase Agreement was executed in February 2010.

Also in February 2010, UWM submitted to the City the zoning application, the modified development plan and CSM to begin the City approval process. Since the City rezoning approval process was anticipated to take a minimum of three (3) months, the County Board in March 2010 adopted Resolution File No. 10-14(a)(a), extending the March 31, 2010 Contingency Waiver Date in the Purchase Agreement to July 31, 2010. The City approval process included the discussion of a

tax incremental district to assist with the installation of the needed infrastructure.

In May 2010, the City of Wauwatosa ("City") Common Council approved the Preliminary Business Planned Development, the change of zoning and the land division by CSM. The draft CSM has been reviewed by the City and the County Register of Deeds Office and upon execution and recording of the final CSM, the land to be conveyed to UWM will be legally divided and described.

UWM continues to explore with the City and the City continues to deliberate the UWM request to create a tax incremental financing district ("TIF") for the Innovation Park infrastructure improvements. The City in cooperation with UWM determined it was necessary to conduct further financial analysis of the projected costs, anticipated increment and potential impacts of the TIF. Therefore, the City hired a financial consultant to ascertain the feasibility of the TIF. On August 9, 2010, the City Plan Commission entertained public testimony concerning the creation of the TIF. The Plan Commission voted to delay action on the TIF request until September.

By the attached letter dated August 30, 2010, UWM is requesting an amendment to the Purchase Agreement extending the Contingency Waiver Date from September 30, 2010 until November 15, 2010, thereby keeping the Purchase Agreement in force should the City not reach a decision in September (meetings currently scheduled for September 13th, 14th and 21st). As noted in the letter, UWM has waived the following "Approvals Contingencies in favor of the Buyer" in the Purchase Agreement specifically identified as subparagraphs:

- 3(i)a Rezoning of the Property, if necessary, to a zoning classification satisfactory to Buyer.
- 3(i)b Buyer obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Buyer, of all permits, licenses, variances, and approvals that are necessary to permit Buyer to develop the Property as contemplated, including, without limitation, site development plan, buildings, occupancy, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, environmental controls, and the approval by the Milwaukee County Board of the Restoration Plan, as defined in the Development Agreement.
- 3(i)c Platting or replatting the Property in a manner satisfactory to Buyer.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the Milwaukee County Board of Supervisors an extension to the September 30, 2010 Contingency Waiver Date in the Purchase Agreement with UWM until November 15, 2010.

FISCAL NOTE:

Extending the Contingency Waiver Date in the Purchase Agreement with UWM from September 30, 2010 to November 15, 2010, will result in the initial \$5.0 million in sale proceeds being realized at closing on or before December 15, 2010, if the remaining closing contingencies are satisfied or waived.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: September 20, 2010
Attachments

cc: Scott Walker, County Executive
Lee Holloway, County Board Chairman
Supervisor James Schmitt, District 19
Jack Takerian, Director, Transportation and Public Works
Cynthia Archer, Director of Administrative Services
Steve Kreklow, Fiscal and Budget Administrator
Steve Cady, Fiscal and Budget Analyst, County Board
Josh Fudge, Fiscal Mgt Analyst

cd\committee\UWMextensionSept2010

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File No.
(Journal)

(ITEM), From UWM Innovation Park, LLC requesting an extension to the contingency period in the Real Property Purchase Agreement for County-owned land located in the Northeast Quadrant of the County Grounds in the City of Wauwatosa, by recommending adoption of the following resolution:

A RESOLUTION

WHEREAS, in May 2009 the Milwaukee County Board of Supervisors adopted Resolution File No. 09-14(a)(g) approving a Development Agreement and accepting a Real Property Purchase Agreement (“Purchase Agreement”) from UWM Innovation Park, LLC (“UWM”) for approximately 88.9 acres of land in the Northeast Quadrant of the County Grounds for the development of a new College of Engineering and Applied Science Campus, known as Innovation Park. The Purchase Agreement was executed on July 1, 2009; and,

WHEREAS, the County Board adopted Resolution File No. 09-14(a)(n) in December 2009 approving a Habitat Restoration Landscaping Plan (“Habitat Plan”), which preserves and protects the environmentally sensitive areas of the land to be acquired by UWM; and

WHEREAS, in response to the County Board approving the Habitat Plan, it was necessary for UWM to modify their conceptual site development plan (“development plan”) and Certified Survey Map (“CSM”) before submitting them to the City of Wauwatosa (“City”) to commence the City approval process. Also, to memorialize the requirements in the approved Habitat Plan and adopted County Board resolution the Purchase Agreement and Development Agreement required modification and the Amended Purchase Agreement was executed in February 2010; and

WHEREAS, in February 2010, UWM submitted to the City the zoning application, the modified development plan and CSM to begin the City approval process; and

WHEREAS, since the City rezoning approval process was anticipated to take a minimum of three (3) months, the County Board in March 2010, adopted Resolution File No. 10-14 (a)(a), extending the March 31, 2010 Contingency Waiver Date in the Purchase Agreement to July 31, 2010. In addition to considering the rezoning, the City began the process of evaluating a request for the creation of a tax incremental financing district (“TIF”) to assist with the needed infrastructure improvements to Innovation Park; and

WHEREAS, in May 2010, the City Common Council approved the Preliminary Business Planned Development for Innovation Park, the change of zoning and the land division by CSM. The draft CSM has been reviewed by the City and the County Register of Deeds Office and upon execution and recording of the final CSM, the land to be conveyed to UWM will be legally divided and described; and

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WHEREAS, the City continues to deliberate the UWM request for a TIF and the City hired a financial consultant to ascertain the feasibility of the TIF. On August 9, 2010, the City Plan Commission entertained public testimony regarding the TIF request and voted to delay action on the TIF until September; and

WHEREAS, by a letter dated August 30, 2010, UWM requested an amendment to the Purchase Agreement extending the Contingency Waiver Date in the Purchase Agreement from September 30, 2010 to November 15, 2010, thereby keeping the Purchase Agreement in-force should the City not reach a decision regarding the TIF in September and as a result there is insufficient time to seek an extension from the County Board. The UWM letter does waive the following “Approvals Contingencies in favor of the Buyer” in the Purchase Agreement specifically identified as subparagraphs:

- 3(i)a Rezoning of the Property, if necessary, to a zoning classification satisfactory to Buyer.
- 3(i)b Buyer obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Buyer, of all permits, licenses, variances, and approvals that are necessary to permit Buyer to develop the Property as contemplated, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, environmental controls, and the approval of the Milwaukee County Board of the Restoration Plan, as defined in the Development Agreement.
- 3(i)c Platting or replatting the Property in a manner satisfactory to Buyer

; and

WHEREAS, at their meeting on September 20, 2010, the Committee on Economic and Community Development recommended extending the Contingency Waiver Date in the Purchase Agreement with UWM from September 30, 2010 until November 15, 2010, and pursuant to the Purchase Agreement the closing will occur on or before December 15, 2010, if the remaining closing contingencies are satisfied or waived; now, therefore,

BE IT RESOLVED, the Manager of Real Estate Services is hereby authorized to extend the Contingency Waiver Date in the Purchase Agreement with UWM from September 30, 2010 until November 15, 2010.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 1, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From UWM Innovation Park, LLC requesting an extension to the contingency period in the Real Property Purchase Agreement for County-owned land located in the Northeast Quadrant of the Countu Grounds in the City of Wauwatosa.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	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.

Extending the Contingency Waiver Date in the Purchase Agreement with UWM from September 30, 2010 to November 15, 2010, will result in the initial \$5.0 million in sale proceeds being realized at closing on or before December 15, 2010, if the remaining closing contingencies are satisfied or waived.

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes x No

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



1440 East North Avenue
Milwaukee, WI 53202

(414) 906-4640
(800) 654-0434
(414) 906-4680 fax

President
David H. Gilbert
(414) 906-4670

August 30, 2010

Craig C. Dillman
Manager of Real Estate Services
Milwaukee County
2711 West Wells Street, 5th Floor
Milwaukee, WI 53208

Dear Mr. Dillman:

Re: July 1, 2009 Amended and Restated
Real Property Purchase Agreement
between Milwaukee County and UWM
Innovation Park, LLC (the "Purchase
Agreement")

As you are aware, the Contingency Waiver Date in the Purchase Agreement expires on September 30, 2010. As you are also aware, the City of Wauwatosa is continuing deliberations regarding our request for the creation of a tax incremental district to assist with needed infrastructure improvements to UWM Innovation Park. It is not known at this time whether the City will approve the request prior to September 30 (meetings are currently scheduled for September 13, September 14 and September 21). The timing of the County Board meetings is such that if for any reason the City process extends beyond September 30, we will not have time to notify the County of our need for an extension. Accordingly, we believe it is prudent to request an extension of the Contingency Waiver Date now so as to be able to accommodate some slippage in the City's schedule. We respectfully request that the County agree to amend the Purchase Agreement to extend the Contingency Waiver Date from September 30, 2010 to November 15, 2010.

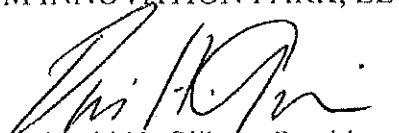
We are also pleased to be able to inform you that we hereby waive the contingencies set forth in subparagraphs 3(i) a, b and c of the Purchase Agreement.

If you have any questions, please contact the undersigned.

Yours very truly,

UWM INNOVATION PARK, LLC

BY


David H. Gilbert, President

cc Mr. Michael Orgeman (via email)
Mr. Bruce Block (via email)
Mr. John Schapekahn (via email)

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE : September 7, 2010

TO : Supervisor Theodore Lipscomb, Vice Chair
Committee on Economic and Community Development

FROM : Craig C. Dillmann, Manager of Real Estate Services
Department of Transportation and Public Works

SUBJECT : From RSC & Associates requesting an amendment to the Development Agreement for the 2.13-acre Block 26 (aka Block One) in the Park East Corridor, located between North Jefferson, North Milwaukee and East Lyon Streets and East Ogden Avenue in the City of Milwaukee, east of the Milwaukee River.

POLICY ISSUE:

Revision of the Development Agreement for Block 26 requires County Board approval.

BACKGROUND:

RSC & Associates ("RSC") reported to the Economic and Community Development Committee in June 2010 that they contracted with Common Bond Communities ("Common Bond") to purchase .46-acres of the 2.13-acre Block 26 and construct the first phase of the Park East Square development on Block 26, comprising an 85-unit workforce residential apartment building with approximately 12,000 square feet of retail space and underground parking. To finance the first phase Common Bond submitted an application through a competitive process to the Wisconsin Housing and Economic Development Authority ("WHEDA") for 9% housing tax credits. The tax credits would be sold to finance the majority of the residential component of the first phase. Unfortunately Common Bond did not receive the WHEDA 9% tax credit allocation necessary to meet their financing needs. Therefore, a multi-million dollar financing gap resulted and their contemplated work-force housing concept became financially unfeasible.

As outlined in the attached communication dated August 18, 2010, RSC continues to work with Common Bond to identify alternative funding sources and design variations to advance the first phase of the project. RSC and Common Bond analyzed using 4% tax credits and Midwestern Disaster Recovery tax-exempt bonds as potential funding tools, but again a financial gap resulted, thus rendering the project economics unfeasible. However, RSC and Common Bond discussions with

lenders, pension funds and insurance companies indicate these potential market rate funding sources are reallocating funds to commit to quality apartment projects such as the first phase of Park East Square. Common Bond has recently received authorization to pursue market rate housing and anticipates incorporating their Advantage Housing Services (AHS) program depending on the amount of affordable housing within the project. AHS provides their residents tools and connections to provide a foundation for continued independence.

In order for RSC and Common Bond to accomplish their joint venture goal to finance and develop a high quality market rate apartment project, RSC is requesting an extension to the Excavation Commencement Date until March 30, 2011 and sixty days thereafter for the Excavation Completion date. As a result, an amendment to the Development Agreement ("Fourth Amendment") will be necessary. County staff, Corporation Counsel and private legal counsel, enlisted by Corporation Counsel, has worked with RSC to establish the following summary terms and conditions of the Fourth Amendment to the Development Agreement:

1. The Project Excavation Commencement Date, defined in the Development Agreement with Milwaukee County, originally dated December 21, 2007, as amended by that certain Amendment to Development Agreement-Park East Corridor Development of Block 26, dated May 7, 2009 and further amended by the Second Amendment, dated February 1, 2010, and as amended by the Third Amendment to the Development Agreement-Park East Corridor Development of Block 26, dated July 14, 2010 (collectively the "Development Agreement") be extended from September 30, 2010 to March 30, 2011 for the Project Commencement Date and 60 days thereafter for the Excavation Completion Date.
2. RSC has now forfeited to the County the entire \$50,000 in the Letter of Credit for not meeting the prior Excavation Completion Dates and the Letter of Credit will be refunded by RSC to the original \$50,000 prior to the Excavation Commencement Date.
3. In the event RSC fails to achieve the March 30, 2011 Excavation Commencement Date and the Excavation Completion Date 60-days thereafter, the County shall be entitled to all the remedies, rights, terms and conditions accruing in the Development Agreement, including without limitation, a \$2,000/day penalty and the County's option to repurchase Block 26 at 85% of what the County was paid.
4. Except as provided above, the terms and conditions of the document entitled the Fourth Amendment to Development Agreement-Park East Corridor Development of Block 26 would be substantially the same as the terms and conditions of the Development Agreement.

RECOMMENDATION:

In this extraordinary economic and lending environment, the successful completion of the RSC Park East Square Project for Block 26 will lead to increased jobs, tax base and be a catalyst for further development in and in proximity to the Park East Corridor. Therefore, staff respectfully requests approval of the above-described Fourth Amendment to the Development Agreement for Block 26.

FISCAL NOTE:

Extending the Excavation Commencement Date for Block 26 until March 30, 2011 and 60 days thereafter for the Excavation Completion Date, pursuant to the Fourth Amendment, will not include the payment of an extension fee.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: September 20, 2010
Attachments

cc: Scott Walker, County Executive
Supervisor Elizabeth Coggs, District 10
Jack Takerian, Director, Transportation and Public Works
Josh Fudge, Fiscal Mgmt. Analyst-DAS

Blk26DevAgAmnd4

(ITEM) From RSC & Associates requesting an amendment to the Development Agreement for the 2.13-acre Block 26 (aka Block One) in the Park East Corridor, located between North Jefferson, North Milwaukee and East Lyon Streets and East Ogden Avenue in the City of Milwaukee, east of the Milwaukee River, by recommending adoption of the following:

A RESOLUTION

WHEREAS; RSC & Associates (“RSC”) reported to the Economic and Community Development Committee in June 2010 that they contracted with Common Bond Communities (“Common Bond”) to purchase .46-acres of the 2.13-acre Block 26 and construct the first phase of the Park East Square development on Block 26, comprising an 85-unit workforce residential apartment building with approximately 12,000 square feet of retail space and underground parking; and

WHEREAS, to finance the first phase Common Bond submitted an application through a competitive process to the Wisconsin Housing and Economic Development Authority (“WHEDA”) for 9% housing tax credits and those credits would be sold to finance the majority of the residential component of the first phase. Unfortunately, Common Bond did not receive the WHEDA 9% tax credit allocation necessary to meet their financing needs and a multi-million dollar financing gap resulted, thus making their contemplated work-force housing concept financially unfeasible; and

WHEREAS, in a written communication dated August 18, 2010, RSC states they continue to work with Common Bond to identify alternative funding sources and design variations to advance the first phase of the project, including 4% tax credits and Midwestern Disaster Recovery tax-exempt bonds, but again a financial gap results, thus rendering the project economics unfeasible; and

WHEREAS, RSC and Common Bond discussions with lenders, pension funds, and insurance companies indicate these potential market rate funding sources are reallocating funds to commit to quality apartment projects such the first phase of Park East Square and Common Bond has recently received authorization to pursue market rate housing and anticipates incorporating their Advantage Housing Services (“AHS”) program depending on the amount of affordable housing within the project. AHS provides their residents the tools and connections to provide a foundation for continued independence; and

WHEREAS, in order for RSC and Common Bond to accomplish their joint venture goal to finance and develop a high quality market rate apartment project, RSC is requesting an extension to the Excavation Commencement Date until March 30, 2011 and sixty days thereafter for the Excavation Completion date. As a result, an

46 amendment to the Development Agreement (“Fourth Amendment”) will be necessary.
47 County staff, Corporation Counsel and private legal counsel, enlisted by Corporation
48 Counsel, has worked with RSC to establish the following summary terms and
49 conditions of the Fourth Amendment to the Development Agreement:
50

- 51 1. The Project Excavation Commencement Date, defined in the
52 Development Agreement with Milwaukee County, originally dated
53 December 21, 2007, as amended by that certain Amendment to
54 Development Agreement-Park East Corridor Development of Block 26,
55 dated May 7, 2009 and further amended by the Second Amendment,
56 dated February 1, 2010, and as amended by the Third Amendment to the
57 Development Agreement-Park East Corridor Development of Block 26,
58 dated July 14, 2010 (collectively the “Development Agreement”) be
59 extended from September 30, 2010 to March 30, 2011 for the Project
60 Commencement Date and 60 days thereafter for the Excavation
61 Completion Date.
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- 63 2. RSC has now forfeited to the County the entire \$50,000 in the Letter of
64 Credit for not meeting the prior Excavation Completion Dates and the
65 Letter of Credit will be refunded by RSC to the original \$50,000 prior to
66 the Excavation Commencement Date.
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- 68 3. In the event RSC fails to achieve the March 30, 2011 Excavation
69 Commencement Date and the Excavation Completion Date 60-days
70 thereafter, the County shall be entitled to all the remedies, rights, terms
71 and conditions accruing in the Development Agreement, including
72 without limitation, a \$2,000/day penalty and the County’s option to
73 repurchase Block 26 at 85% of what the County was paid.
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- 75 4. Except a provided above, the terms and conditions of the document
76 entitled the Fourth Amendment to Development Agreement-Park East
77 Corridor Development of Block 26 would be substantially the same as
78 the terms and conditions of the Development Agreement; and
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80 WHEREAS, in this extraordinary economic and lending environment, the successful
81 completion of the RSC Project for Block 26 will lead to increased jobs, tax base and be
82 a catalyst for further development in and in proximity to the Park East Corridor; and
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84 WHEREAS, the Committee on Economic and Community Development, at their
85 meeting on September 20, 2010, recommended approval of the above-described
86 Fourth Amendment; now, therefore,
87

88 BE IT RESOLVED, the County Executive and the County Clerk are hereby
89 authorized to execute, after Corporation Counsel approval, the above-described Fourth
90 Amendment to the Development Agreement for Block 26 in the Park East Corridor.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 1, 2010

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From RSC & Associates requesting an amendment to the Development Agreement for the 2.13-acre Block 26 (aka Block 1E) in the Park East Corridor, located between North Jefferson, North Milwaukee and East Lyon Streets and East Ogden Avenue in the City of Milwaukee, east of the Milwaukee River.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

Extending the Excavation Commencement Date for Block 26 until March 30, 2011 and 60 days thereafter for the Excavation Completion Date, pursuant to the Fourth Amendment, will not include the payment of an extension fee.

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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



Richard Curto
Chief Executive Officer

rcurto@rscrealstate.com
www.rscrealstate.com

Park East Square

To: Economic & Community Development Committee of Milwaukee County

From: RSC & Associates for Park East Square, LLC

Date: August 18, 2010

BACKGROUND

Block One was purchased by RSC & Associates from Milwaukee County in December 2007 for \$2,725,000 and Park East Square was set to break ground on the project comprising a 122-room Hyatt Place Hotel, a 108 room Hyatt Summerfield Suites Hotel, retail space, a 121 unit residential apartment component and a 277 space parking garage until the economic downturn resulted in the project lender rescinding the loan commitment.

In an earlier update to the committee we noted that the economic and financial upheaval created a very challenging environment for development of any type, including but not limited to hotel and retail. However, we advanced our pursuit of alternative financing to develop this unique property into a vibrant community neighborhood. As a result, our development efforts shifted focus to the residential component of our project since the apartment sector remained a viable element in the market.

COMMON BOND COMMUNITIES

As reported to the committee in our June 2010 update, RSC entered into a contract with Common Bond to purchase .46 acres of the 2.13-acre Park East Square Block One to build a newly designed 85-unit apartment building. Unfortunately Common Bond did not receive the required WHEDA 9% housing tax credits required to meet their financing needs. As a result their affordable housing concept became more challenging by creating a multi-million dollar financing gap for the Common Bond project.

We continue to work with Common Bond to identify funding alternatives and design variations to move the Park East Square project forward. Unfortunately 4% tax credits and Midwestern Disaster Recovery Tax Exempt Bonds are not feasible financing options in this economic

climate. Our discussions with financing institutions, pension funds and insurance companies indicate that the quality rental apartment market continues to improve nationwide and in Milwaukee. These debt and equity sources are reallocating funds to commit to new projects and apartments such as Park East Square fit perfectly into this part of the market.

With the recent authorization of the Common Bond Board to develop market rate housing, the Common Bond organization anticipates utilizing the mission oriented property management and housing leasing expertise that is part of their culture. Depending on the amount of affordable housing included in the market rate housing program, Common Bond may incorporate their Advantage Housing Services (AHS) program. AHS is designed to provide tools and connections to local community resources to establish a foundation for continued independence. AHS is available for all residents free of charge at AHS Centers located on-site with each Common Bond housing community.

REQUEST

We are anxious to advance the Park East Square Project starting with the Common Bond apartments; however, we require additional time to accomplish our goal. Therefore, we are requesting a six (6) month extension of the Excavation Commencement Date from September 30, 2010 until March 30, 2011 to work with Common Bond to complete the financing. At the committee's request we are happy to provide an informational update in January.

Respectfully submitted,


Richard S. Curto



CLIENT MEMORANDUM

CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION

To: Economic & Community Development Committee, Milwaukee
County Board of Supervisors

Author: Will Invie Shroyer

Date: August 19, 2010

Client: Milwaukee County (the "County")

Subject: Request for Fourth Amendment to Development Agreement - Park
East Corridor Development of Block 26

I. Request for Amendment.

Park East Square, LLC, a subsidiary of RSC Associates, LLC

("Developer") is requesting the following amendment to its Development

Agreement – Park East Corridor Development of Block 26:

- A.** The Project Commencement Date and Excavation Completion Date (both as defined in the Development Agreement with Milwaukee County, originally dated December 21, 2007 as amended by that certain Amendment to Development Agreement – Park East Corridor Development of Block 26, dated May 7, 2009 and further amended by that certain Second Amendment to Development Agreement – Park East Corridor Development of Block 26, dated February 1, 2010, as further amended by that Third Amendment to Development Agreement - Park East Corridor Development of Block 26, dated July 14, 2010 (collectively the "Development Agreement") be extended from September 30, 2010 to March 30, 2011 for the Project Commencement Date and 60 days thereafter for the Excavation Completion Date.

- B. The Developer has now forfeited the entire \$50,000 Letter of Credit for failing to achieve the required Excavation Completion Date. The Letter of Credit would have a \$0 balance until the Project Commencement Date occurs, where upon Developer shall increase the Letter of Credit back to the original \$50,000.
- C. In the event the Developer fails to achieve the new Excavation Completion Date described above, Developer would not have any funds left in the Letter of Credit to pay the County; however, any default continuing beyond March 30, 2011 would be subject to the remedies described in the Development Agreement.
- D. Except as provided above, the terms and conditions of the document to be entitled the Fourth Amendment to Development Agreement – Park East Corridor Development of Block 26 would be substantially the same as the terms and conditions of the Development Agreement.
- E. Developer is pursuing a joint venture with Common Bond Communities, whereby they would jointly finance and develop a market rate high quality apartment building.

II. Current Real Estate Financing Market and Real Estate Development Industry.

Suffice it to say that the real estate development industry continues to experience significant "head winds" with limited liquidity in the credit markets and lenders being very hesitant to make additional conventional real estate loans. Lenders continue to be focused on cleaning up their balance sheets and "working out" their troubled real estate loans, rather than making new real estate loans. The major news publications and industry experts throughout the country are echoing this difficulty in obtaining financing. Due in part to this lack of available financing, there has been significant retraction in the amount of successful real estate development. Despite this difficult climate, there are now signs of lenders

coming back into the high quality apartment market, both nationally, and in Milwaukee.

In response to the difficulty in obtaining financing, developers have been pursuing a joint venture with CommonBond Communities and will utilize CommonBond Communities experience, economic strength and positive reputation in its continuing attempts to successfully complete the Project.

III. Approval and Preparation of Fourth Amendment to Development Agreement – Park East Corridor Development of Block 26.

If the County approves Developer's request described above, I will prepare the Fourth Amendment to Development Agreement – Park East Corridor Development of Block 26 (the " Fourth Amendment"), pursuant to the terms and conditions described in section I. above, and submit the Fourth Amendment to the County's Corporation Counsel for its confirmation of such terms and conditions. Although the County may find a variety of good reasons why it desires to grant Developer's request for the six-month extension described above, it should be noted that the County is under no legal obligation to extend either the Project Commencement Date or the Excavation Completion Date beyond the September 30, 2010 and November 29, 2010, respectively.

Respectfully submitted,

William Invie Shroyer

**County of Milwaukee
Community Business Development Partners (CBDP)
Inter Office Communication**

DATE: September 1, 2010

TO: Lee Holloway, Chairman Milwaukee County Board of Supervisors
Michael Mayo Sr, Supervisor Chairman
Transportation & Public Works Committee
Theo Lispcomb, Vice Chair
Economic & Community Development

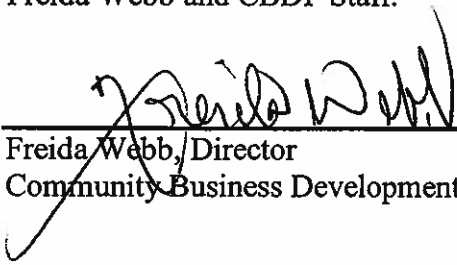
FROM: Freida Webb, Director
Community Business Development Partners (CBDP)

Subject: FFY 2011–2013 Disadvantaged Business Enterprise (DBE) Goals
Federal Aviation Administration (FAA)

Whereas the United States Department of Transportation requires all recipients of federal US DOT dollars to submit their disadvantaged business enterprise (DBE) goals. Whereas previously the DBE goals were submitted annually as of February 2010 a final rule change was issued per 49 CFR Part 26 requiring recipients to submit such overall FAA DBE goals every three (3) years rather than annually per their guidelines.

In accordance with the new reporting guidelines this document is submitted for your review and approval thereafter we will forward to the US DOT FAA.

This has been prepared by legal consultant Jaya Sharma, Keith Garland, Freida Webb and CBDP Staff.



Freida Webb, Director
Community Business Development Partners

(ITEM NO.) From the Director, Community Business Development Partners, requesting authorization to submit the FFY 2010 USDOT Disadvantaged Business Enterprise (DBE) Goals, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the United States Department of Transportation (USDOT) requires all recipients of federal USDOT dollars to submit by August 1 of each year their goals for disadvantaged business enterprise (DBE) participation in federally-funded USDOT projects for the following federal fiscal year; and

WHEREAS, the goals must be calculated in accordance with a methodology prescribed in 49 CFR Part 26; and

WHEREAS, following goal setting methodology prescribed in 49 CFR 26, the Community Business Development Partners Office (CBDP) formulated DBE goals for anticipated USDOT assisted projects for Federal Fiscal Year 2009, and

WHEREAS, the CBDP has published the goals for a 45 day comment period in accordance with federal regulations; and

WHEREAS, the report with the DBE Goals for FFY 2011-2013 must be reviewed by the County Board prior to submittal to USDOT;

WHEREAS, the goals are as follows:

FAA Airport:

- Construction: 25.00% to be achieved with 20.00% race conscious efforts and 5.00% race neutral efforts;
- Professional Services: 25.00% to be achieved with 17.52% race conscious efforts and 7.48% race neutral efforts;
- Overall FAA goal: 25.00% of which 19.81% is race conscious and 5.19% is race neutral;

Now therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Community Business Development Partners to submit the annual DBE goals for USDOT Assisted Projects, the Federal Aviation Administration (FAA) for anticipated contracts in FFY 2011-20113.

FISCAL NOTE: Adoption of this resolution will not require an expenditure of funds (see attachment).

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 1, 2010

Original Fiscal Note

Substitute Fiscal Note

Subject: FFY 2011 -2013 Disadvantaged Enterprise (DBE) FAA Goals

FISCAL EFFECT:

No Direct County Fiscal Impact Expenditures

Increase Capital

Existing Staff Time Required

Decrease Capital

Expenditures

Increase Operating Expenditures
(If checked, check one of two boxes below)

Increase Capital

Revenues

Absorbed Within Agency's Budget Revenues

Decrease Capital

Not Absorbed Within Agency's Budget

Decrease Operating Expenditures funds

Use of contingent

Increase Operating Revenues

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		
	Revenue		
	Net Cost		
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.

The adoption of this resolution will not require an expenditure of funds.

Department/Prepared By: Freida Webb

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

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



Community Business Development Partners

MILWAUKEE COUNTY

LEE HOLLOWAY • Chairman, Milwaukee County Board of Supervisors
FREIDA WEBB • Director, Disadvantaged Business Enterprises

August 9, 2010

Nancy Cibic
Federal Aviation Administration
Office of Civil Rights, Room 440
2300 East Devon Avenue
Des Plaines, IL. 60018

Subject: FFY 2011- 2013–Disadvantaged Business Enterprise Goal Report
For FAA Federally Assisted Projects

Dear Ms. Cibic:

We are hereby submitting Milwaukee County's FFY 2011- 2013 Disadvantaged Business Enterprise (DBE) Program Goal Report. An electronic copy has been sent.

The County has followed the three (3) year methodology approved by the Federal Aviation Administration to set these goals as directed. This report contains goals for FAA funded projects based upon *anticipated revenues not yet approved*. The Board will finalize the County budget for 2011 in November 2010.

Based upon the projects approved by the County Board, Milwaukee County may submit revised annual DBE goals to reflect the actual projects that will be undertaken by General Mitchell International Airport (GMIA).

If you should have any questions regarding this report, please do not hesitate to contact me at (414) 278-4803.

Respectfully,
Freida F. Webb, Director
Community Business Development Partners (CBDP)

C: Scott Walker, County Executive
Lee Holloway, Chairman County Board
Michael Mayo, Supervisor County Board
Barry Bateman, GMIA Director

Attachment:
2010 Goals FAA

2011- 2013

**DISADVANTAGED BUSINESS
ENTERPRISE**

GOALS PROGRAM

FOR

MILWAUKEE COUNTY

JULY 30, 2010

**SUBMITTED TO:
U.S. TRANSPORTATION
REGION V,
FEDERAL AVIATION ADMINISTRATION
CIVIL RIGHTS DIVISION
DES PLAINES, IL 60018**

**PREPARED BY:
MILWAUKEE COUNTY BOARD OFFICE
COMMUNITY BUSINESS DEVELOPMENT PARTNERS
(CBDP)**

INTRODUCTION

This report describes the methodology and the process used by Milwaukee County to formulate its 3 year FFY 2011-2013 goals for FAA federally assisted projects. It also describes the efforts of the County to comply with the goal setting provisions contained in 49 CFR Part 26.

This report contains goals for FAA funded projects based upon anticipated revenues not yet approved by the Milwaukee County Board. The Board will finalize the County budget for 2011 in November 2010.

Based upon the projects approved by the County Board, Milwaukee County may submit revised annual DBE goals to reflect the actual projects that will be undertaken by General Mitchell International Airport.

FEDERAL FISCAL YEAR 2011-2013 DBE PROGRAM GOALS

OVERALL GOALS FOR FAA ASSISTED PROJECTS

The following tables display the DBE goals for FFY 2011-2013 and show the race neutral and race conscious components of the overall goal for FAA assisted projects.

**TABLE 1a
 ANNUAL OVERALL DBE GOALS FOR FFY 2011-2013**

TYPE OF PROJECTS	RACE NEUTRAL GOAL	RACE CONSCIOUS GOAL	OVERALL GOAL
Construction	5.00% \$105,611,400x.05=\$5,280,570	20.00% \$105,611,400x.20=\$21,122,280	25.00% \$105,611,400x.25=\$26,402,850
Professional Services	7.48% \$8,922,900x.0748 = \$ 667,432	17.52% \$8,922,900x.1752=\$1,563,292	25.00% \$8,922,900x.25=\$2,230,725
Totals	5.19% $\frac{\$5,948,002}{\$114,534,300} = 5.19\%$	19.81% $\frac{\$22,685,572}{\$114,534,300} = 19.81\%$	25.0% $\frac{\$28,633,575}{\$114,534,300} = 25\%$

**TABLE 1b
 ANTICIPATED FFY 2011-2013 FEDERAL EXPENDITURES FOR FAA ASSISTED PROJECTS**

FFY	Construction	Professional Services	Total Contractible Dollars
2011	\$26,372,000	\$7,504,600	\$33,876,600
2012	\$71,342,400	\$469,500	\$71,811,900
2013	\$7,897,000	\$948,800	\$8,845,800
TOTAL	\$105,611,400	\$8,922,900	\$114,534,300

Note: Milwaukee County anticipates expending \$114,534,300 on FAA assisted projects for FFY 2011-2013. Of this total \$105,611,400 will be expended on Construction projects; \$ 8,922,900 will be expended on construction related professional services. The County also does not anticipate any funds being expended on procurement activities.

Overall Goals

The overall FAA goal for Milwaukee County for FFY 2011-2013 is the following:

FAA assisted contracts: 25% of the Federal financial assistance received from FAA will be expended with DBE firms on FAA-assisted contracts for FFY 2011-2013.

Given the amount of USDOT-assisted contracts Milwaukee County expects to let during the year, which is \$114,534,300 it means that Milwaukee County has set a goal of expending \$28,633,575 with DBE firms during this fiscal year.

In accordance with Section 26.43 Milwaukee County will not use quotas or set asides to meet the overall goals.

Pursuant to Section 26.45, the overall goals are based upon the availability of ready willing and able DBE firms in the local market area. The local market area for Milwaukee County consists of nine Counties in the South Eastern region of Wisconsin.¹ Milwaukee County expends approximately 90% of its contracting dollars in this region. DBE firms and non-DBE firms located in these counties are contained in the bidders list and were used to calculate the baseline availability figure in the Step 1 goal setting process.

In compliance with Section 26.51 (a) Milwaukee 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) carrying out information and communication programs on contracting procedures and specific contract opportunities through mailings to DBEs and through public notices and (d) ensuring the distribution of the DBE Directory to all pre-qualified prime contractors.

¹ The nine Counties are: Dane, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Walworth, Waukesha, and Washington.

SECTION II

PROCESS FOR GOAL SETTING

The County in keeping with past precedent used the methodology developed with the input of all stakeholder groups. In 1999, the County had established a 22 member DBE Advisory Task Force to recommend to the County a goal setting methodology in accordance with 49 CFR Part 26.

By June 2000, the Task Force with assistance from the County's Disadvantaged Business Development Division completed the selection and development of a goal setting formula in accordance with 49 CFR Part 26 provisions.

In July 2010, the County's Disadvantaged Business Development Division used the two step approved goal setting methodology contained in 49 CFR Part 26 and formulated a preliminary annual goal for FAA and FTA assisted projects. The County had a preliminary meeting with various stakeholder groups² to apprise them of the goal setting methodology and to give the group the opportunity to provide input to the goal setting process. This DBE goal report is a result of this meeting with the stakeholder groups. Copies of the goals were presented to the stakeholder groups for comment and to give them an opportunity to provide input to the County on the preliminary DBE goals.

The County had a 45 day comment period, during which no comments were received by the Office of Community Business Development Partners. Therefore our final DBE goals represent the input from stakeholder groups during the preliminary meetings which were held with them. The County has made every attempt to be inclusive and has solicited the input from diverse groups within the DBE as well as the non-DBE communities.

An explanation and the rationale used for developing the goals appear in the following sections. In previous years before establishing the overall annual goal, Milwaukee County also consulted with various organizations to obtain information concerning the availability of DBE firms and non-DBE firms, the effects of discrimination on opportunities for DBEs and Milwaukee County's efforts at establishing a level playing field for the participation of DBEs. Consultation included but was not limited to the following organizations:

- National Association of Minority Contractors
- Associated General Contractors of Greater Milwaukee
- Milwaukee Building and Construction Trade Council

² Please refer to Appendix A for the list of the stakeholder groups invited to the meeting.

- Wisconsin Transportation Builders Association
- Women's Business Initiative Corporation
- Milwaukee Urban League
- NAACP-Milwaukee Branch
- Hispanic Chamber of Commerce
- African American Chamber of Commerce
- American Indian Chamber of Commerce
- Wisconsin Association of Consulting Engineers
- Wisconsin Women's Entrepreneurs Inc.
- Wisconsin Society of Architects

Milwaukee County will begin using the overall goals on October 1, 2010

SECTION III

METHODOLOGY USED FOR DETERMINING FFY 2010 GOALS

Milwaukee County adopted the two-step goal setting methodology as outlined in 49 CFR Part 26 Section 26.45. This methodology was discussed with the DBE Task Force in April 2000 and consensus was obtained by the County in the numerous meetings it held with the Task Force. In the initial development of its goal setting methodology and databases the County also sought assistance from the following industry organizations to provide names of firms, which might have been excluded from the County's marketplace lists and databases:

- National Association of Minority Contractors
- Associated General Contractors of Greater Milwaukee
- Milwaukee Building and Construction Trade Council
- Wisconsin Transportation Builders Association
- Women's Business Initiative Corporation
- Milwaukee Urban League
- NAACP-Milwaukee Branch
- Hispanic Chamber of Commerce
- African American Chamber of Commerce
- American Indian Chamber of Commerce
- Wisconsin Association of Consulting Engineers
- Wisconsin Women's Entrepreneurs Inc.
- Wisconsin Society of Architects

The County continues to use this methodology created with stakeholder consensus.

STEP 1: Determining the Base Figure for the Overall Goal

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 and non-DBE firms.

Through 1999 and 2000, the DBE Task Force and the stakeholder groups considered various data sources for determining the base figure besides the County's databases. As explained on page 6 Milwaukee County had extensive public participation. The Task Force explored the feasibility of using Census Bureau data. Census data was observed and evaluated. It was the general consensus of the Task Force members that since the Census Bureau recorded data on SIC Codes at the two-digit level this would greatly distort the number of DBE firms who would actually be ready willing and able to perform work on County projects. The Committee was also of the opinion that inclusion

of all firms DBE and non-DBE at the two-digit level would not yield a narrowly tailored numerator or denominator. Instead, it was agreed upon that a more accurate and realistic approach would be to use the County's own databases since it contained data on DBE and non-DBE firms at the four-digit SIC Code level. This it was agreed upon would provide a more accurate number of firms available to perform on County projects. The County has converted the SIC Codes to reflect the new requirement of using NAICS codes for certifying DBE firms.

This agreed upon methodology was utilized to set FFY 2011-2013 DBE goals. After review of the County's comprehensive lists no additional names of firms have been provided by any of these organizations. The County is in communication with these groups on an on-going basis and will update its databases if new firms are created or become known. This will cause the goal to be adjusted as changes occur. The County has been using this approved and agreed upon goal setting methodology to set its annual goals.

Due to the fact that Milwaukee County did not have a single centralized repository for data on DBE participation and all County procurement activities, the Office of Disadvantaged Business Development relies both on manual records and computerized data to determine the baseline figure. The County has a computerized database on all certified DBE firms and has a bidders list consisting of pre-qualified prime contractors and sub contractors who have (1) worked on Milwaukee County projects or (2) have quoted on Milwaukee County projects or (3) have contacted the County and expressed an interest in performing on Milwaukee County projects. The County used these sources of data to obtain the numerator and denominator for the goal setting formula.

IDENTIFICATION OF PROJECTS FOR FFY 2011-2013

The County first identified the anticipated FAA assisted projects slated for FFY 2011-2013 to determine (1) the type of projects where DBE participation was possible and (2) the number of DBE and non-DBE firms available in the relevant North American Industry Classification System (NAICS) Codes for inclusion in the baseline formula. For FFY 2011-2013 the County's anticipated spending is shown in Table 2 on page 8.

TABLE 2
ANTICIPATED FAA EXPENDITURES FOR FFY 2011-2013

FFY	Construction	Professional Services	Total Contractible Dollars
2011	\$26,372,000	\$7,504,600	\$33,876,600
2012	\$71,342,400	\$469,500	\$71,811,900
2013	\$7,897,000	\$948,800	\$8,845,800
TOTAL	\$105,611,400	\$8,922,900	\$114,534,300

SELECTION OF RELEVANT NAICS CODES

The selection of relevant NAICS Codes for FFY 2011-2013 was based upon the anticipated projects proposed for design and construction projects. Table 3a on page 9 displays the projects anticipated for the 3 year period. Actual projects undertaken will depend on final approval by the County Board.

TABLE 3a
Anticipated Capital Improvement Projects for 2011- 2013

	Construction Projects	2011	2012	2013
1	Residential Sound Insulation-Phase 2 (Construction)	\$9,520,000	\$962,000	\$640,000
2	Mini Ground Run-Up Enclosure (Construction)			\$80,000
3	Noise Monitor System	\$952,000	\$528,000	
4	Ramp Electrification Construction		\$3,328,000	
5	Ramp Electrification-IAB Construction		\$3,328,000	
6	E Ground Power & Preconditioned Air Units	\$174,000	\$874,000	
7	RSA-Rwy 1L-19R & 7R-25L Construction	\$6,300,000		
8	Runway Abrasive Materials Storage Building-Construction	\$1,500,000		
9	Rebuild Taxiways R & R3 Construction			\$3,614,000
10	Runway & Taxiway Shoulder Rehabilitation	\$228,000	\$228,000	\$228,000
11	Airfield Pavement Rehabilitation	\$469,000	\$469,000	\$469,000
12	Security & Wildlife Deterrent Perimeter Fencing Construction	\$188,000	\$195,000	\$203,000
13	Runways 1L-19R & 7R-25L Intersection Repaving-Construction	\$1,050,000	\$1,725,000	\$1,725,000
14	Airfield Safety Improvements	\$150,000	\$150,000	\$150,000
15	Perimeter Rd Bridge Over Howell Ave.-Construction		\$1,100,000	
16	Cessna Service Center Apron Reconstruction			\$788,000
17	Baggage Claim Area Renovation-Construction		\$46,018,000	
18	InLine Baggage Security-Phase 2 Construction	\$5,400,000	\$5,400,000	
19	Administration Building Lower level Buildout Construction	\$441,000	\$5,296,400	
20	Redundant Main Electric Service Feed-Construction		\$1,741,000	
	TOTAL CONSTRUCTION PROJECTS	\$26,372,000	\$71,342,400	\$7,897,000
	Professional Services Projects			
1	Aircraft Operational Study			\$122,000
2	Vacant Land Acquisition	\$416,000	\$416,000	
3	Noise Barrier Design			\$160,000
4	Ramp Electrification Design	\$266,000		
5	Ramp Electrification-IAB Design	\$100,000		
6	Firehouse Garage Addition-Design			\$185,000
7	Runway Abrasive Materials Storage Building Design	\$206,600		
8	Rebuild Taxiways R & R3 Design			\$481,800
9	Perimeter Rd Bridge Over Howell Ave.-Design	\$300,000		
10	Cessna Service Center Apron Reconstruction-Design	\$71,000		
11	Baggage Claim Area Renovation-Design	\$5,436,000		
12	Terminal Expansion Concept Analysis	\$500,000		
13	Administration Building Lower Level Design	\$48,000	\$53,500	
14	Redundant Main Electric Service Feed-Design	\$161,000		
	TOTAL PROFESSIONAL SERVICE PROJECTS	\$7,504,600	\$469,500	\$948,800

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 3b
 RELEVANT NAICS CODES FOR FAA ASSISTED PROJECTS**

TYPE OF PROJECT	NAICS CODES	DESCRIPTION
CONSTRUCTION PROJECTS		
	236118	
	236220	
	237110	
	237310	
	238110	
	238160	
	238210	
	238240	
	238310	
	238350	
	238910	
	327320	
	484220	Trucking
	561730	Landscaping
CONSULTING SERVICES		
	541310	
	541330	
	541611	
	541613	
	541614	
	541820	

DATA SOURCES

The County used its own DBE Directory, which contains a listing of all currently certified DBE firms with a description of the NAICS Codes in which they are qualified to perform. Approximately 90% of the firms in the County's database are drawn from a nine-County region. The County expends approximately 90% of its contracting dollars in this nine-county region.

To obtain the number of non-DBE firms the County used its bidders list which contains a listing of all prime contractors who are pre-qualified to perform work on County projects and subcontractors who have (1) performed work on County projects (2) have quoted on

Milwaukee County projects but were unsuccessful and (3) those that have expressed an interest in doing County work. In addition, for FAA projects, the County used the Department of Public Work's listing of all contractors and consultants who received monies for work performed on non-federal and federally funded County projects. Listings maintained by the Office of Disadvantaged Business Development were also utilized for determining the number of firms eligible for inclusion on FTA and FAA assisted projects.

SELECTION OF READY WILLING AND ABLE DBE AND NON-DBE FIRMS

The County defined ready willing and able DBE firms as those firms (1) currently certified by the County (2) have performed work for the County or (3) have sought work on County projects. Ready willing and able non-DBE firms were defined as those contractors, suppliers and consultants who are (1) pre-qualified with the County or (2) have performed work on County projects in the past three years or (3) have sought work on County projects. Based upon the data sources described above, only those firms meeting the screening criteria described above were selected for inclusion in the baseline formula.

CALCULATION OF STEP 1 BASE FIGURE

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

$$\frac{\text{Number of DBE firms in relevant NAICS Codes}}{\text{Number of DBE+ Non-DBE firms in relevant NAICS Codes}} = \text{Baseline figure/goal}$$

The results of application of this formula described above are displayed in Table 4 below

**TABLE 4
 CALCULATION OF BASELINE GOAL FOR FAA ASSISTED PROJECTS**

Firms	Construction	Professional Services	Aggregate Totals
DBE FIRMS	304	181	485
NON-DBE FIRMS	437	150	587
ALL FIRMS	741	331	1072
Goals = $\frac{\text{\# of DBEs}}{\text{\# of ALL FIRMS}}$	$\frac{304}{741} = 41.02\%$	$\frac{181}{331} = 54.68\%$	$\frac{485}{1072} = 45.24\%$

Only those DBE firms that met 49 CFR Part 26 eligibility standards were included in the baseline figure.

STEP 2 ADJUSTMENT

To adjust the baseline goal the County considered the following adjustment factors:

- DBE capacity as measured by the DBE performance and achievement for the past eight years.
- Past and present anecdotal information on discrimination
- Statistical disparities in lending practices and business formation

The effects of this adjustment factors will result in either a decrease or increase to the baseline goal and provide a final goal. This translates into the following formula:

$$\frac{\# \text{ DBE firms}}{\# \text{ DBE firms} + \# \text{ all non-DBE firms}} = \text{Baseline Goal (+) or (-) Adjustment Factor} = \text{Adjusted Goal \%}$$

Application of the adjustments to the baseline goal yielded the results displayed in Table 5a below.

TABLE 5a

ADJUSTMENT OF BASELINE GOAL FOR FAA ASSISTED PROJECTS

	Construction	Professional Services	Overall Goal
1. Enter Step #1 Goals targeted for DBEs	41.02%	54.68 %	45.24%
2. Anecdotal Information on Discrimination	Due to the lack of a disparity study and the difficulty of assigning a numerical value to the effects of discrimination this factor was not used to adjust the final goal.		
3. Statistical Disparities	Information presented by the University of Wisconsin – Milwaukee 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 Capacity and Local Market Conditions	DBE capacity as indicated by the last 8 years ³ of DBE participation was a significant adjustment factor in obtaining the final goal.		
➤ Adjusted Total as Percentages	25%	25%	25%

³ See Appendix C (10 year DBE achievements)

Adjustments for FAA projects based upon DBE Capacity as measured by past achievements

The County reviewed DBE achievements for FFY 2001 through 2007 and obtained the median. The median was then added to the step 1 base line goal and then averaged. The result was then used as the final adjusted goal. Applying this formula we get a median of 28.95% for Construction. The step 1 goal was 41.02%. Adding 28.95% and 41.02% we get 69.97%. The average of this figure is 34.98%. Based upon the nature of the contracts and the number of DBE firms available, the goal of 34.98% was adjusted downwards to 25%. For professional services, the median is 28.17%. The step 1 goal of 54.68% was added to the median giving a figure of 82.85%. This was then divided by two giving a goal of 41.42%. To make the final adjustment to the goal the County analyzed the nature of professional service projects and past DBE achievements and decided to adjust the goal downwards to 25%. The overall adjusted goal for all FAA projects is 25.00%.

SECTION IV

DETERMINATION OF RACE NEUTRAL AND RACE CONSCIOUS COMPONENTS

To break down the overall goal into the race neutral and race conscious components the County relied on its' past experience. In the past, before implementing 49 CFR Part 26 requirements in 2001, the County had a 25% goal for construction, a 21 % goal for professional services and a 17% goal for procurement contracts. Data after FFY 2000 was used to compute the race neutral and race conscious components.

To get a break-down of the race neutral and race conscious components, the County looked at the achievement of the goals for FFY 2001 through 2008. The race neutral and race conscious components were determined by analyzing the DBE achievements against the actual goals set for FAA funded projects.⁴ The median achievement over the assigned goal or the median under achievements are used to get a breakdown of race neutral and race conscious components of the goal. The median 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.

RACE NEUTRAL AND RACE CONSCIOUS GOALS FOR FTA ASSISTED PROJECTS

Using the rationale described above, the final overall goal was adjusted to show the race conscious and race neutral components as displayed in Table 6a below.

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 separately. For reporting purposes race neutral includes but is not limited to the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Breakdown of Overall Goal Into Race Neutral and Race Conscious Components

⁴ Please refer to Appendices B and C.

For FAA assisted construction projects, the seven year history of DBE goal attainment from FFY 2001 to FFY 2007 indicates that the County exceeded the DBE Goal every year except in FFY 2001, FFY 2003 and FFY 2006. The DBE overage for FFY 2004 which was 21.58% was unusual. This was a result of the County having changed its process of awarding bids on the sound mitigation project at the General Mitchell Airport. The overage in large part is attributable to the unbundling of large contracts which allowed smaller DBE firms to bid as prime contractors on the sound mitigation program. The median overage for the seven years (2001 through 2007) is 5.09%. For FFY 2011-2013 we anticipate that the race neutral achievement will come close to the median of 5.09%. For this reason the race neutral component of the overall goal of 25% was set at 5% and the remaining 20% of the goal will be achieved through the assignment of race conscious contract goals.

For professional services, the County surpassed its DBE Goal every year except FFY 2003. The median overage was 7.48% for the seven year period. Therefore it is reasonable to expect a similar achievement through race neutral means. This translates into a race neutral component of 7.48% and a race conscious portion of 17.52% giving a total overall goal of 25%. Combining the two categories we get 5.11% of the overall DBE goal of 25% being met through race neutral means and 19.89% through race conscious means.

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 separately. For reporting purposes race neutral includes but is not limited to the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

TABLE 6b
FINAL ANNUAL OVERALL FAA DBE GOALS FOR FFY 2010

TYPE OF PROJECTS	RACE NEUTRAL GOAL	RACE CONSCIOUS GOAL	OVERALL GOAL
Construction	5.00% \$105,611,400x.05=\$5,280,570	20.00% \$105,611,400x.20=\$21,122,280	25.00% \$105,611,400x.25= \$26,402,850
Professional Services	7.48% \$8,922,900x.0748 = \$ 667,432	17.52% \$8,922,900x.1752=\$1,563,292	25.00% \$8,922,900x.25=\$2,230,725

Totals	5.19% $\frac{\$5,948,002}{\$114,534,300} = 5.19\%$	19.81% $\frac{\$22,685,572}{\$114,534,300} = 19.81\%$	25.0% $\frac{\$28,633,575}{\$114,534,300} = 25\%$
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The annual overall goals stated above are an aspirational target for expending federal funds with DBE firms. Local market conditions and capacity of DBE firms in specific industry classifications may make ongoing adjustments of the overall goal necessary.

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 separately. For reporting purposes race neutral includes but is not limited to the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

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.

Milwaukee 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.

Milwaukee County will express contract goals as a percentage of the total amount of a USDOT assisted contract (i.e. including local and federal funds).

Good Faith Efforts

In accordance with Section 26.53, Milwaukee County will require a prime contractor to submit a good faith waiver request in instances where the prime contractor is unable to meet the contract goal.

In determining whether a prime contractor has demonstrated good faith in meeting the goal the goal will follow provisions contained in Section 26.53. The County has

implemented policy and procedures to provide administrative reconsideration to contractors deemed not to have demonstrated good faith in meeting the goal. As part of this administrative reconsideration, the contractor is afforded an opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Contractors can request a hearing before a three-member Committee within two days of the notification of denial.

The three-member panel consists of officials who did not participate in the original determination that the contractor failed to demonstrate good faith efforts or meet the goal.

Contractors therefore have the opportunity to meet with the reconsideration officials to discuss the issue and to present additional evidence or information to enable the panel to make a final determination as to whether or not the contractor has demonstrated good faith efforts in not meeting the goal. The panel will issue its final decision in writing within three days of the informal hearing. The decision will contain the basis for finding that the contractor did or did not demonstrate good faith in meeting the goal.

The result of the reconsideration will not be administratively appealable to the United States Department of Transportation.

Counting DBE participation towards the overall and contract goals

Milwaukee County will follow crediting and counting provisions contained in Section 26.55 to determine DBE participation on USDOT assisted projects.

APPENDIX

“C”

**NINE (9) YEAR
DBE
ACHIEVEMENT
FAA**

FEDERALLY ASSISTED PROJECTS

**APPENDIX C
9 YEAR DBE COMMITMENT ACHIEVEMENTS FOR FAA FEDERALLY ASSISTED PROJECTS**

	2001	2002	2003	2004	2005	2006	2007	2008	2009	9 YEAR TOTAL
CONSTRUCTION										
DBE Committed Dollars	\$975,533	\$3,624,984	\$1,403,387	\$5,361,792	\$4,741,039	\$2,281,120	\$1,659,088	\$790,652	\$8,511,457	\$29,349,052
Project Dollars	\$3,833,261	\$9,449,814	\$5,162,086	\$10,940,410	\$15,438,604	\$10,843,000	\$4,331,101	\$2,938,748	\$25,012,001	\$87,949,025
DBE Goal	30.00%	27.80%	28.50%	27.43%	22.42%	29.32%	25.00%	25.00%	25.00%	
% DBE Achievements	25.45%	38.36%	27.19%	49.01%	30.71%	21.04%	38.31%	26.90%	34.03%	33.37%
% Difference	-4.55%	10.56%	-1.31%	21.58%	8.29%	-8.28%	13.31%	1.90%	9.03%	
PROFESSIONAL SERVICES										
DBE Committed Dollars	\$4,242,405	\$1,321,183	\$442,898	\$1,166,380	\$440,960	\$0	\$60,700	\$67,835	\$1,635,543	\$9,377,904
Project Dollars	\$15,438,210	\$3,658,994	\$2,377,167	\$3,383,079	\$1,137,755	\$0	\$215,509	\$286,300	\$381,345	\$26,878,359
DBE Goal	20.00%	23.80%	24.10%	26.25%	22.56%	0%	21.52%	23.54%	25.00%	
% DBE Achievements	27.48%	36.11%	18.63%	34.48%	38.76%	0%	28.17%	23.69%	23.31%	34.89%
% Difference	7.48%	12.31%	-5.47%	8.23%	16.20%	0%	6.65%	0.15%	-1.69%	
PROCUREMENT										
DBE Committed Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% DBE Achievements	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total DBE Dollars	\$5,217,938	\$4,946,167	\$1,846,285	\$6,528,172	\$5,181,999	\$2,281,120	\$1,719,788	\$858,487	\$10,147,000	\$38,726,956
Total Project Dollars	\$19,271,471	\$13,108,808	\$7,539,253	\$14,323,489	\$16,576,359	\$10,843,000	\$4,546,610	\$3,225,048	\$25,393,346	\$114,827,384
Overall Achievements	27.08%	37.73%	24.49%	45.58%	31.28%	21.04%	37.83%	26.62%	39.96%	33.73%
Overall Assigned DBE Goal	28.20%	27.32%	28.50%	27.35%	22.47%	29.27%	24.52%	24.84%	25.00%	

APPENDIX

“D”

MILWAUKEE COUNTY OFFICE COMMUNITY BUSINESS DEVELOPMENT PARTNERS

DBE PARTNERS & STAKEHOLDERS ATTENDEES

**FAA GOALS
2011- 2013**

DBE PARTNERS & STAKEHOLDERS GOAL MEETING ON 08-04-2010

NAME	PHONE	EMAIL
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1. Antonio Velez	(414) 517-8545	av@rockwellmechanical.com
2. Elisa Rome	(414) 351-1100	erome@freshstart.com
3. Sylvia Habermehl	(414) 421-1100	sylvia@habermehielectric.com
4. Tom Mason	(414) 271-6688	tommason@tomason.com
5. Robin Meyer	(414) 355-5420	rmeyer@dougrhodeinc.com
6. Eddie Morris	(414) 371-2433	morfourmorris@sbcglobal.net
7. Karen Hetzel	(262) 522-6778	karen@hsidrywall.com
8. Sandra Hollmann	(414) 482-2500	shollmann@brennercorp.com
9. Tim Tamsen	(414) 732-2234	ttamsen@intecwi.com
10. Tammy Ristow	(262) 391-2930	tammy@rsmscontracting.com
11. Eric Johnson	(414) 445-5353	emjssi@aol.com
12. Leonard Howard	(414) 640-1615	Impainting87@yahoo.com
13. Sandra Dempsey	(414) 761-2076	sandraruiz2000@hotmail.com
14. Tony Artega	(414) 744-7944	Arteaga Constructions, Inc
15. Dione White	(414) 254-1754	dionewhite69@yahoo.com
16. Walt Buckhanan	(414) 765-7771	M & I Bank
17. Glenn Banks	(414) 234-1195	Green Sphere General Contractor
18. Brian Mitchell	(608) 575-0176	Choice Construction
19. Karl Ramirez	(414) 962-4982	karl@ramirezrestoration.com
20. Dester Martin	(414) 807-8500	Martin & Martin GBSP, LLC
21. Curtis Jordan	(414) 264-0124	Jordan Construction Services
22. Roy Evans	(414) 445-3855	Evans Law Firm
23. Tito Machado	(920) 420-2986	
24. P. Singh	(262) 821-1171	K Singh & Associates, Inc
25. Clifton Phelps	(414) 372-7300	info@jcp-construction.com
26. Leni Siker	(414) 265-7388	siker@sfsgroupltd.com

**MILWAUKEE COUNTY
INTEROFFICE COMMUNICATION
COMMUNITY BUSINESS DEVELOPMENT PARTNERS**

DATE: September 13, 2010

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

FROM: Freida Webb, Director
Community Business Development Partners

SUBJECT: Community Business Development Partners
Monthly Waiver Report, June and July 2010
Informational Only

DIRECTIVE:

The Office of Community Business Development Partners (CBDP) at the request of Committee on Economic & Community Development submits a monthly update on waivers requested and granted to various Milwaukee County Departments and Divisions that come through the CBDP office.

For the purpose of this report, waivers are contracts that have no disadvantaged business enterprise (DBE) participation. CBDP does not always have the benefit of receiving and or reviewing all contracts prior to services being engaged. This has been noted in this report, (“**Contracts without CBDP Review**”). Other such contracts only come to our attention via form 1684 from the Department of Administrative Services, (DAS) Accounts Payable Section. Subsequently we do not know, in all cases prior to contract signing the status of DBE participation and if not are provided an opportunity to assist for DBE participation. Any and all waived contracts are shared and reviewed with Board Chairman Holloway before any approved waiver is granted.

BACKGROUND

The Office of Community Business Development Partners is responsible for implementing Federal and Milwaukee County DBE regulations. Implementation of the regulations includes establishing DBE goals on both Federal and County funded contracts, as well as monitoring the DBE compliance of departments. DBE goals are

**ECD Committee Report
CBDP Waiver Report June and July 2010
Page 2
September 13, 2010**

established based on Federal and County contracts where there are **“ready, willing and able” DBE firms available for contracting and or subcontracting opportunities.**

In the past, Milwaukee County measured participation by M/WBE standards; however, since January 2001, the County federalized its DBE Program to comply with 49 CFR 26. According to certification standards, the term "DBE" means a small business concern known as a Disadvantaged Business Enterprise (DBE) firm owned at least 51% by socially and economically disadvantaged individuals. Certain minority males and all women are presumed to be disadvantaged. Other individuals, including white males, may be certified if they demonstrate a preponderance of the evidence that they are indeed **socially and economically disadvantaged**. In addition each individual or firm must demonstrate their business size and personal net worth do not exceed the economic guidelines as well.

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

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

Disadvantaged Business Enterprise Goals are as follows:

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

ECD Waiver Report
CBDP Waiver Report June and July 2010
Page 3
September 13, 2010

Waiver Report Summary

Based upon the above the Milwaukee Community Business Development Partners (CBDP), Disadvantaged Business Enterprise (DBE) Waiver Report for February 2010 (Attachment "A") and March 2010 (Attachment "B")

Total Contract \$ Amount for June 2010	\$1, 774,583.50
Total Approved Waiver Amount	104,330.00
Total Unapproved Wavier Amount	75,015.00
Percentage Waved	10.11%
TOTAL Contracts \$ Amount for July 2010	\$562,159.00
Total approved Waiver Amount	\$487,160.00
Total Unapproved Waiver Amount	\$00.00
Percentage Waved	87%

Prepared by:

Keith Garland,
CBDP Contact Compliance Manger

Mildred Hyde-Demoze,
Manager Certification
Section

Approved By:

Freida Webb, CBDP Director

June 2010
Waiver Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
Medical Examiner	Medical College of WI	Forensic pathology fellowship program management	\$80,730.00	No certified DBEs
DAS- Fiscal Affairs	Deutsche Bank Trust Co. Americas	Services for GMIA Revenue Bonds	\$350	Approved Waiver-Exempt
DAS- Fiscal Affairs	U.S. Bank	Services for GMIA Revenue Bonds	\$1,250	Approved Waiver-Exempt
DAS- Fiscal Affairs	Standard and Poor's	Services for CP Bonds & Promissory Notes	\$12,000	Approved Waiver-Exempt
DAS- Fiscal Affairs	Fitch Ratings	Services for General Obligation Corporate Bonds	\$10,000.00	Approved Waiver-Exempt
GMIA	High Voltage Maintenance Corp.	High voltage testing	\$75,015.00	Approved Waiver - No Certified DBEs

Contracts issued without CDBP review ²

Total Contract \$ Amount for June	\$1,774,586.50
Total Approved Waiver \$ Amount	\$104,330.00
Total Unapproved Waiver \$ Amount	\$75,015.00
Percentage Waived	10.11%

¹ **Waivers approved by CDBP Department with County Board Chairman's Approval**

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

July 2010
Wavier Report

DEPARTMENT	Consultants /Contractors	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
CBDP approved wavers ¹				
District Attorney	Janet Page Hill, Ph.D	Forensic Evaluation of Eddie Bolden	\$1,950.00	Approved Waiver (Under \$2,000 thru PD)
Behavioral Health Division	UW-Milwaukee	Evaluation of SAMHSA grant program (AODA) court	\$59,101.00	Approved Waiver (SAMHSA Grant Funding)
County Funded State Court	Wisconsin Community Services, Inc.	Repeat Intoxicated Driver Intervention Program	\$400,109.00	Approved Waiver (No subcontracting opportunities)
Sheriff's Office	Dr. James Schreier, Beyond the Far Cliffs	Create recruitment and retention program	\$10,000.00	Approved Waiver (No subcontracting opportunities)
Sheriff's Office	Veterinary Medical Associates, Inc.	Veterniary services for canine unit	\$16,000.00	Approved Waiver (No subcontracting opportunities)

Contracts issued without CBDP review ²

Total Contract \$ Amount for July	\$562,159.00
Total Approved Waiver \$ Amount	\$487,160.00
Total Unapproved Waiver \$ Amount	\$0.00
Percentage Waived	87%

¹ Wavers approved by CBDP Department with County Board Chairman's Approval

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