



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

**MEETING NOTICE AND AGENDA  
Community Development Authority  
October 16, 2013 at 4:30 pm  
The Forum  
Beloit City Hall  
100 State Street**

1. Call to Order and Roll Call
2. Citizen Participation
3. Review and Consideration of the Minutes of the Regular Meeting held on September 25, 2013
4. Housing Authority
  - a. Review and Consideration of Resolution 2013-34, Approval of the 2014 Beloit Housing Authority Public Housing, Section 8, and Administrative Budgets (Pollard)
  - b. Review and Consideration of Resolution 2013-35, Approval of the Beloit Housing Authority 2014 Annual Public Housing Authority Plan and the Five Year Plan (Pollard)
5. Community Development
  - a. Review and Consideration of Resolution 2013-36, Amending the Marketability Contract for 932 Ninth Street (Downing)
  - b. Review and Consideration of Resolution 2013-37, Accepting an Offer to Purchase for 122 Hackett Street (Downing)

Adjournment

*If you are unable to attend this meeting, notify Ann Purifoy in the Housing Authority Office at 364-8740 **no later than 4:00 PM the day before the meeting.***

Notice Mailed: October 11, 2013

Approved: Julie Christensen, Ex. Director

\*\* Please note that upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

**Minutes**  
**Beloit Community Development Authority**  
**100 State Street, Beloit WI 53511**  
**September 25, 2013**  
**4:30 P.M.**

The regular meeting of the City of Beloit Community Development Authority was held on Wednesday, September 25, 2013, in the Forum of Beloit City Hall, 100 State Street.

1. **Call to Order and Roll Call:**

Meeting was called to order by Commissioner Johnson at 4:30 p.m.

**Present:** Commissioners Evans, Jacobs, Johnson, Luebke, and Van De Bogart

**Absent:** Commissioners Adama

**Staff Present:** Julie Christensen, Cathy Pollard, Teri Downing, Clinton Cole, Rebecca Melito and Ann Purifoy

2. **Citizen Participation:**

None

3. **Review and Consideration of the Minutes of the Special Meetings held on August 21 and 30, 2013.**

Motion was made by Commissioner Luebke and seconded by Commissioner Van De Bogart to approve the minutes of the Special Meetings held on August 21 and 30, 2013.

4. **Housing Authority:**

- a. **Presentation of the July Activity Report**  
Cathy Pollard, Beloit Housing Authority Director, gave a brief summary of the report.
- b. **Presentation of the July Financial Report.**  
Cathy Pollard gave a brief summary of the report.
- c. **Presentation of the August Activity Report.**  
Cathy Pollard gave a brief summary of the report
- d. **Presentation of the August Financial Report**  
Cathy Pollard gave a brief summary of the report.

We are currently developing our 2014 budget and applying for HUD grants. Still doing very well maintaining our reserves.

Cathy also informed the Board of a fire at 1117 Highland, which is one of our project-based units. The building has been condemned and will be demolished. Scott Schneider is assisting in making an assessment of our options with the property.

- e. Review and Consideration of Resolution 2013-29, Authorizing the BHA to Dispose of Non-Operable Equipment

Cathy Pollard presented the staff report and recommendation.

Commissioner Van De Bogart moved and Commissioner Luebke seconded a motion to approve Resolution 2013-29. Motion carried unanimously.

- f. Review and Consideration of Resolution 2013-26, Authorizing the Revision of the Housing Choice Voucher Family Self-Sufficiency Plan

Rebecca Melito, FSS Coordinator, presented the staff report and recommendation.

Commissioner Luebke moved and Commissioner Jacobs seconded a motion to approve Resolution 2013-26. Motion carried unanimously.

- g. Review and Consideration of Resolution 2013-25, Authorizing the Revision of the Public Housing Family Self-Sufficiency Plan

Rebecca Melito presented the staff report and recommendation.

Commissioner Van De Bogart moved and Commissioner Luebke seconded a motion to approve Resolution 2013-25. Motion carried unanimously.

- h. Review and Consideration of Resolution 2013-28, Authorizing the Submission of the 2013 Housing Choice Voucher Family Self-Sufficiency Coordinator Grant

Rebecca Melito presented the staff report and recommendation.

Commissioner Luebke moved and Commissioner Jacobs seconded a motion to approve Resolution 2013-28. Motion carried unanimously.

- i. Review and Consideration of Resolution 2013-27, Authorizing the Submission of the 2013 Public Housing Family Self-Sufficiency Coordinator Grant

Rebecca Melito presented the staff report and recommendation.

Commissioner Luebke moved and Commissioner Jacobs seconded a motion to approve Resolution 2013-27. Motion carried unanimously.

5. **Community Development:**

- a. Review and Consideration of Resolution 2013-30, Recommending Approval of the 2014 Annual action Plan

Teri Downing presented the staff report and recommendation.

Commissioner Jacobs moved and Commissioner Luebke seconded a motion to approve Resolution 2013-30. Motion carried unanimously.

- b. Review and Consideration of Resolution 2013-31, Recommending Approval of the 2014 Community Development Block Grant Budget  
Teri Downing presented the staff report and recommendation.

Commissioner Luebke had concerns with the leadership of Neighborhood Housing Services. Teri is not sure what the problem is with their Rehab and Lending Program; they have interim personnel after the Director left. Commissioner Jacobs wanted a brief overview of what the Salvation Army After School Program would offer. Teri stated that they were duplicating funded programs already provided in the community.

Commissioner Van De Bogart asked if we are getting repaid on Revolving Loan Funds. Teri replied that we generally are getting repaid; the issue is that we make large loans but then receive small monthly payments. Commissioner Van De Bogart inquired about Housing Rehab and NHS Homeownership Programs. Teri stated that we modified the housing loan program to qualify more people and that the NHS Homeownership program is their foreclosure prevention program.

Commissioner Jacobs was concerned with the lack of money for Senior Chore Service. Teri indicated that they were given the funds that they asked for.

Commissioner Luebke moved and Commissioner Van De Bogart seconded a motion to approve Resolution 2013-31. Motion carried unanimously.

- c. Review and Consideration of Resolution 2013-32, Recommending Approval of the 2014 HOME Investment Partnerships Program Budget  
Julie Christensen presented the staff report and recommendation.

Commissioner Luebke moved and Commissioner Jacobs seconded a motion to approve Resolution 2013-32. Motion carried unanimously.

- d. Review and Consideration of Resolution 2013-33, Authorizing the CDA to Exchange a Portion of the Broad Street Parking Lot with Land Owned by Hendricks Commercial Properties, LLC  
Julie Christensen presented the staff report and recommendation.

Commissioner Van De Bogart moved and Commissioner Luebke seconded a motion to approve Resolution 2013-33. Motion carried unanimously.

6. **Adjournment:**  
Commissioner Johnson adjourned at 5:10 p.m.

## REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

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AGENDA ITEM: 4a

TOPIC: Resolution No.2013-34  
Approval of the Beloit Housing Authority (BHA)  
2014 Annual Public Housing, Section 8,  
and Administrative Budgets

REQUESTED ACTION: Approval of Resolution No. 2013-34

PRESENTER: Cathy Pollard

### STAFF REPORT:

The 2014 BHA budgets were completed by the fee accountant in their standard template, using the 2013 actual program costs and revenues to date as a guideline for making any additions/subtractions. This is an estimation of costs, as always.

These are the final budgets and must be submitted to HUD by October 20, 2013. The BHA budgets, once submitted, can be amended by Board approval at any time necessary to reflect changes in unanticipated expenses, revenues, or staff.

### STAFF RECOMENDATION:

Staff recommends approval of Resolution No. 2013-34

### ATTACHMENTS:

Resolution No. 2013-34

2014 BHA Budgets

**RESOLUTION NO. 2013-34**

**APPROVAL OF THE 2014 БЕЛОIT HOUSING AUTHORITY (BHA)  
PUBLIC HOUSING, SECTION 8, AND  
ADMINISTRATIVE BUDGETS**

**WHEREAS,** the Beloit Housing Authority is required to be fiscally responsible and provide for efficient use of funds; and

**WHEREAS,** the Beloit Housing Authority has prepared program budgets based upon projected income and expenses;

**THEREFORE BE IT RESOLVED** that the Beloit Housing Authority through the Community Development Authority Board of Commissioners resolve to approve the attached budgets;

**NOW BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign the HUD required forms approving the budgets on behalf of the Beloit Housing Authority.

Adopted this 16th day of October, 2013

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Thomas Johnson, Chair  
Beloit Community Development Authority

ATTEST:

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Julie Christensen, CDA Executive Director

**City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014**

**Last updated**

12/3/2010

Maual Input  
Formula  
Do Not Change/No Info Necessary/Locked

Name of Projects  
Family/Elderly  
Scatter Site  
Age/Year Built  
Recently Rennovated  
Units  
Average Bedroom Size  
Occupancy  
# of Turnovers

NOTE: Due to rounding there  
might be \$1 differences

REAC	HUD	Public Housing												
Line	Fund #	Units						0	598	9	0	65	66	738
No.	Acct.		AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	PH Project Totals	Voucher	PB/Other	BA	Phase I	Phase II	Consolidated
<b>Revenues</b>														
<b>Operating Receipts</b>														
	3100	Gross Potential Rents	-	-	-	-	-	-		51,732	-	30,007	94,002	175,741
	3105	Vacancy Loss	-	-	-	-	-	-		-	-	-	-	-
70300	3110/3420	<b>Net Dwelling Rental</b>	-	-	-	-	-	-		51,732	-	30,007	94,002	175,741
70400	3120/442	Excess Utilities	-	-	-	-	-	-		-	-	-	-	-
70400	3190	Nondwelling Rental	-	-	-	-	-	-		-	-	-	-	-
<b>70500</b>	<b>Total</b>	<b>Rental Income</b>								51,732	-	30,007	94,002	175,741
70600	3691	Operating Subsidy	248,601	156,810	34,422	61,194	56,625	557,652						557,652
70600	3691.1	Capital Funds - Soft Cost Mgmt Imp	-	-	-	-	5,650	5,650						5,650
70600		FSS Grant						-						-
70600		HUD Admin Fees						-	312,207	-				312,207
70710		Voucher/ Mainstream Management Fee						-						-
70710		Capital Grant Management Fee						-						-
70710		Management Fee TC					6,200	6,200						6,200
70720		Asset Management Fee						-						-
70730		Book Keeping Fee AMPs						-						-
70730		Book Keeping Fee Voucher						-						-
70740		Front Line Service Fee						-						-
70750		Other Fees						-						-
70800		Other Govt. Grants - fill in type ex. ROSS, TANF						-						-
70800		Other Govt. Grants - fill in type						-						-
71100	3610	Interest on General Fund Investments	-	-	-	-	-	-	1,500			20	20	1,540
71400		Fraud Recovery						-						-
71500	3690	Other Income	-	-	-	-	-	-	-	-		135,808	147,480	283,288
71600		Gain or Loss on Sale of Capital Assets						-						-
72000		Investment Income Restricted						-						-
<b>Total</b>		<b>Operating Income</b>	<b>248,601</b>	<b>156,810</b>	<b>34,422</b>	<b>61,194</b>	<b>68,475</b>	<b>569,502</b>	<b>313,707</b>	<b>51,732</b>	<b>-</b>	<b>165,835</b>	<b>241,502</b>	<b>1,342,278</b>
<b>Operating Expenditures - Administration:</b>														
91100	4110	Administrative Salaries (Direct)	-	-	-	-	-	-	90,957	-				90,957
91100	4110.1	Administrative Salaries (Front-Line)	-	-	-	-	164,415	164,415	121,435	19,502		31,322	31,322	367,996
91100		Administrative Salaries (CFP)						-						-
91200	4171	Auditing Fees	-	-	-	-	10,500	10,500	10,500	-		7,500	7,500	36,000
91300		Voucher Management Fee						-						-
91300		Capital Grant Management Fee						-						-

\*\*Please note that numbers/amounts may differ slightly due to rounding/formulas.

REAC	HUD	Public Housing												
	Fund #						0	598	9	0	65	66	738	
Line	Acct.	Units	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	PH Project Totals	Voucher	PB/Other	BA	Phase I	Phase II	Consolidated
No.														
<b>Revenues</b>														
91300		Mgmt Fee TC						-				1,500	4,700	6,200
91310		Book Keeping Fee						-						-
91400	4120	Advertising & Marketing	-	-	-	-	1,000	1,000	1,000	-	-	150	150	2,300
91500	4182	Employee Benefit Contributions (Direct)	-	-	-	-	-	-	46,455	-	-	-	-	46,455
91500	4182.1	Employee Benefit Contributions (Front-Line)	-	-	-	-	80,602	80,602	61,484	6,863	-	21,036	21,036	191,023
91600	4160	Office Expenses	-	-	-	-	18,250	18,250	19,150	-	-	150	150	37,700
91700	4130	Legal Expense	-	-	-	-	250	250	250	-	-	1,000	1,000	2,500
91800	4150	Travel	-	-	-	-	250	250	1,750	-	-	-	-	2,000
91900	4140	Staff Training	-	-	-	-	2,500	2,500	2,500	-	-	-	-	5,000
91900	4170	Accounting Fees	-	-	-	-	5,000	5,000	5,000	-	-	3,600	3,600	17,200
91900	4180	Office Rent	-	-	-	-	-	-	-	-	-	-	-	-
91900	4190	Other Sundry	-	-	-	-	7,475	7,475	13,085	-	-	12,725	13,025	46,310
<b>Total</b>		Administrative Expense	-	-	-	-	290,242	290,242	373,566	26,365	-	78,984	82,484	851,641
92000		Asset Management Fee						-						-
<b>Tenant Services:</b>														
92100	4210	Salaries	-	-	-	-	21,259	21,259	22,127	-	-	-	-	43,387
92200	4220	Recreation, Publications and Other Services	-	-	-	-	-	-	-	-	-	-	-	-
92300	4282	Employee Benefit Contributions	-	-	-	-	14,619	14,619	15,216	-	-	-	-	29,835
92400	4230	Contract Costs, Training and Other	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		Tenant Services Expense	-	-	-	-	35,879	35,879	37,343	-	-	-	-	73,222
<b>Utilities:</b>														
93100	4310	Water	-	-	-	-	1,200	1,200	-	100	-	-	1,900	3,200
93200	4320	Electricity	-	-	-	-	6,900	6,900	-	500	-	500	19,500	27,400
93300	4330	Gas	-	-	-	-	3,000	3,000	-	500	-	-	13,500	17,000
93400	4340	Fuel	-	-	-	-	-	-	-	-	-	-	-	-
93600	4360	Sewer	-	-	-	-	-	-	-	200	-	-	4,100	4,300
93700	4390	Other Utilities Expense	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		Utilities Expense	-	-	-	-	11,100	11,100	-	1,300	-	500	39,000	51,900
<b>Ordinary Maintenance and Operations:</b>														
94100	4410	Labor (Direct)	-	-	-	-	-	-	-	6,299	420	44,156	45,116	95,992
94200	4420	Materials	-	-	-	-	1,000	1,000	-	3,000	-	5,000	3,500	12,500
94300-010	4431	Garbage & Trash Removal	-	-	-	-	-	-	-	-	-	-	900	900
94300-020	4430.01	Heating & Cooling	-	-	-	-	-	-	-	750	-	1,000	500	2,250
94300-030	4430.02	Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-
94300-040	4430.03	Elevator Maintenance	-	-	-	-	1,500	1,500	-	-	-	-	1,300	2,800
94300-050	4430.04	Landscaping & Grounds	-	-	-	-	-	-	-	-	-	-	-	-
94300-060	4430.05	Unit Turnaround	-	-	-	-	-	-	-	800	-	-	-	800
94300-070	4430.06	Electrical	-	-	-	-	-	-	-	300	-	-	-	300
94300-080	4430.07	Plumbing	-	-	-	-	-	-	-	500	-	-	-	500
94300-090	4430.08	Extermination	-	-	-	-	-	-	-	-	-	3,400	3,500	6,900
94300-100	4430.09	Janitorial	-	-	-	-	-	-	-	-	-	-	-	-
94300-110	4430.10	Routine Contract Costs	-	-	-	-	6,700	6,700	-	750	-	-	-	7,450
94300-120	4430.11	Miscellaneous Contracts	-	-	-	-	-	-	-	-	-	2,500	3,200	5,700
94500	4433	Employee Benefit Contributions-Maint	-	-	-	-	-	-	-	3,238	62	21,681	22,152	47,133
<b>94000 Total</b>		<b>Ordinary Maintenance and Operating Expense</b>	-	-	-	-	9,200	9,200	-	15,637	482	77,737	80,168	183,224
<b>Protective Services:</b>														
95100	4460	Labor	-	-	-	-	-	-	-	-	-	-	-	-
95200	4480	Contract Costs	-	-	-	-	1,400	1,400	-	-	-	-	4,250	5,650
95300	4470	Materials	-	-	-	-	-	-	-	-	-	-	-	-

\*\*Please note that numbers/amounts may differ slightly due to rounding/formulas.



REAC	HUD		Public Housing											
	Fund #													
Line	Acct.	Units						0	598	9	0	65	66	738
No.			AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	PH Project Totals	Voucher	PB/Other	BA	Phase I	Phase II	Consolidated
<b>Revenues</b>														
95500	4482	Employee Benefits						-						-
<b>95000 Total</b>		<b>Protective Services Expense</b>	-	-	-	-	1,400	1,400	-	-	-	-	4,250	5,650
<b>Insurance Expense:</b>														
96110	4510.02	Property Insurance	-	-	-	-	479	479	-	1,427	-	10,472	8,922	21,300
96120	4510.03	Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-
96130	4510.01	Workers' Comp Insurance	-	-	-	-	5,726	5,726	5,853	723	-	-	-	12,302
96140	4510.00	Other Insurance	-	-	-	-	1,823	1,823	-	-	-	-	-	1,823
<b>96100 Total</b>		<b>Insurance</b>	-	-	-	-	8,028	8,028	5,853	2,150	-	10,472	8,922	35,425
<b>General Expense</b>														
96200	4590	Other General Expenses	100,000	74,545	16,364	29,091		220,000	-			25	25	220,050
96210	4560	Compensated Absences	-	-	-	-	-	-	-	-	-	-	-	-
96300	4520	Payments in Lieu of Taxes	-	-	-	-	-	-		5,043		2,950	5,500	13,493
96400	4570	Collection Losses	-	-	-	-	2,000	2,000				2,000	2,000	6,000
96800	4530	Terminal Leave Payments	-	-	-	-	-	-				-	-	-
<b>9600 Total</b>		<b>General Expense</b>	100,000	74,545	16,364	29,091	2,000	222,000	-	5,043	-	4,975	7,525	239,543
96710		Interest expense - Mort or Bonds	-	-	-	-	-	-						-
96720		Interest expense - Notes	-	-	-	-	-	-						-
96730		Amortization of Tax Credit Fees	-	-	-	-	-	-						-
		Asset Management Fee TC	-	-	-	-	-	-				3,250	6,798	10,048
<b>96700 Total</b>		<b>Total Interest Expense and Amortization Cost</b>	-	-	-	-	-	-	-	-	-	3,250	6,798	10,048
<b>96900 Total</b>		<b>Operating Expenditures</b>	100,000	74,545	16,364	29,091	357,849	577,849	416,762	50,495	482	175,918	229,147	1,450,653
<b>Nonoperating Expenditures:</b>														
97100	4610	Extraordinary Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
97200	4620	Casualty Losses	-	-	-	-	1,000	1,000	-	-	-	-	-	1,000
		Debt Payments - Principal	-	-	-	-	1,000	1,000	-	-	-	-	-	1,000
		Replacement Reserve	-	-	-	-	-	-	-	-	20,688	21,006	41,694	-
		Debt Payments - Overage	-	-	-	-	-	-	-	-	-	-	-	-
		Debt Service - Capital Funds	-	-	-	-	-	-	-	-	-	-	-	-
		Capital Expenditures - Operations	-	-	-	-	1,000	1,000					-	1,000
<b>Total</b>		<b>Nonoperating Expenditures</b>	-	-	-	-	3,000	3,000	-	-	-	20,688	21,006	44,694
<b>Total</b>		<b>Total Expenditures</b>	100,000	74,545	16,364	29,091	360,849	580,849	416,762	50,495	482	196,606	250,153	1,495,347
		<b>Allocated Overhead expenses</b>	-	-	-	-	-	-	-	-	-	-	-	-
		<b>Cash Flow from Operations</b>	148,601	82,265	18,058	32,103	(292,374)	(11,348)	(103,055)	1,237	(482)	(30,771)	(8,651)	(153,069)
1104	6010	Prior Period Adjustments						-						-
		<b>Net Income (Loss) after Prior Period Adjustments</b>	148,601	82,265	18,058	32,103	(292,374)	(11,348)	(103,055)	1,237	(482)	(30,771)	(8,651)	(153,069)
		<b>Subtract: Depreciation</b>	-	-	-	-	-	-	-	-	-	(289,103)	(437,324)	(726,427)
96720		<b>Subtract: Interest</b>	-	-	-	-	-	-	-	-	-	(96,400)	(62,106)	(158,506)
96730		<b>Subtract: Amortization of Tax Credit Fees</b>	-	-	-	-	-	-	-	-	-	(7,980)	(8,853)	(16,833)
		<b>Add: Capital Expenditures - Operations</b>	-	-	-	-	1,000	1,000	-	-	-	-	-	1,000
		<b>Add: Deferred Revenue TC</b>	-	-	-	-	-	-	-	-	34,503	-	-	34,503
		<b>Add: Debt Service - CFP</b>	-	-	-	-	-	-	-	-	93,000	93,000	-	186,000
		<b>Add: Replacement Reserve</b>	-	-	-	-	1,000	1,000	-	-	-	20,688	21,006	42,694
		<b>Net Income (Loss) to Balance Sheet</b>	148,601	82,265	18,058	32,103	(290,374)	(9,348)	(103,055)	1,237	(482)	(276,063)	(402,928)	(790,638)

Check

(790,638)

\*\*Please note that numbers/amounts may differ slightly due to rounding/formulas.

REAC	HUD	Public Housing												
	Fund #													
Line	Acct.	Units						0	598	9	0	65	66	738
No.			AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	PH Project Totals	Voucher	PB/Other	BA	Phase I	Phase II	Consolidated
<b>Revenues</b>														

**Housing Choice Other Programs - HAP Balance**

Beginning Equity
Estimated for FYE 12/31/2013
Actual for FYE XX/XX/XX
HAP Balance at End of Current Budget Year
HAP Revenue for Budgeted Year
Fraud Recovery
Interest
Total Revenue
HAP Expenses for Budgeted Year
Total Expenses
Ending Equity

HAP	
319,097	
(76,508)	
242,589	
2,825,381	
2,825,381	
2,901,889	
2,901,889	
166,081	

\*\*Please note that numbers/amounts may differ slightly due to rounding/formulas.

**City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014**

**VACANCY LOSS & GROSS POTENTIAL INCOME**

# of Units											TOTAL
Description	Public Housing										HOUSING
	AMP 4	AMP 5	AMP 6	AMP 7	Other	Voucher	PB/Other	BA	Phase I	Phase II	
<b>Budgeting</b>											
Average Rental Income per Month							45.00		38.47	118.69	-
Units	-	-	-	-	-	-	108.00	-	780.00	792.00	-
Gross Potential Revenue	-	-	-	-	-	-	4,860.00	-	30,006.60	94,002.48	-
Occupancy Rate							100.00%		100.00%	100.00%	
Projected Average Monthly Dwelling Rental	-	-	-	-	-	-	4,860.00	-	30,006.60	94,002.48	-
HAP Assistance							46,872.00				
Total							51,732.00				

45/Month tenants  
434/ Month Voucher

**City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014**

**Funding allocation**

Description	Public Housing					TOTAL PUBLIC HOUSING
	AMP 4 PH	AMP 5 PH	AMP 6 PH	AMP 7 PH	Other	
<b># of Units</b>	0	0	0	0	0	0
<b><u>Budgeting</u></b>						
Operating Subsidy	289,071.00	182,337.00	40,025.00	71,156.00	65,843.00	648,432.00
Prorated Approved Subsidy percentage	86.00%	86.00%	86.00%	86.00%	86.00%	
Net Subsidy	248,601.06	156,809.82	34,421.50	61,194.16	56,624.98	557,651.52

Subsidy for AMP 5,6,7 based on AMP 4 subsidy. Subsidy forms for these projects have not been completed.

**City Of Beloit Community Development Authority**  
**12 MONTHS ENDING 12/31/2014**  
**Excess Utilities**

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	Phase II	Total
Tenant Charges	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-

check -

City Of Beloit Community Development Authority  
 12 MONTHS ENDING 12/31/2014  
 Other Income

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Tenant Charges									15,120.00	6,474.00	21,594.00
Laundry Commissions	-	-	-								-
Office Rent											-
Other Income											-
Transfer Subsidy									100,000.00	120,000.00	220,000.00
Amort Deferred Rev											-
Transfer CFP Mgmt Imp											-
Replace Reserve									20,688.00	21,006.00	41,694.00
											-
											-
<b>Total</b>	-	-	-	-	-	-	-	-	135,808.00	147,480.00	283,288.00

check  
283,288.00

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	COCC	Total
Nondwelling rent								-	-
									-
									-
									-
									-
									-
<b>Total</b>	-	-	-	-	-	-	-	-	-

check  
-

City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014

Administrative Direct - Labor & Benefits

<b>Labor</b>											
Employee	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Housing Specialist	-					45,478.61		-			45,478.61
Housing Specialist		-				45,478.61		-			45,478.61
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
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Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
<b>Total</b>	-	-	-	-	-	90,957.22	-	-	-	-	90,957.22

check 90,957.22

<b>Benefits</b>											
Employee	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Housing Specialist	-					30,182.98		-			30,182.98
Housing Specialist		-				16,272.10		-			16,272.10
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
<b>Total</b>	-	-	-	-	-	46,455.09	-	-	-	-	46,455.09

check 46,455.09

	Annual Expense	Salary	Retirement	Health Ins	FICA	Life	Benefits				Total Benefits
Housing Specialist	75,661.59	45,478.61	3,183.51	23,444.28	3,479.11	76.08	-	-	-	-	30,182.98
Housing Specialist	61,750.71	45,478.61	3,183.51	9,470.04	3,479.11	139.44	-	-	-	-	16,272.10
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
Name											-
<b>Total</b>	137,412.31	90,957.22	6,367.02	32,914.32	6,958.23	215.52	-	-	-	-	46,455.09

Front-line Admin Costs - Budget

\*\*Employees who work on the following activities:

- Rent Collections
- Resident Services
- Recertifications
- Waiting Lists
- Occupancy & Admissions

For budgeting, take total costs and allocate based on number of units for occupancy manager and move ins per admissions & resident services managers

Manual Input  
Formula

Positions:	12 Month Expense	Salary	Benefits						Total Benefits
			Retirement	Health Ins	FICA	Life	Unemploy	Other	
1 Property Oper Coor	83,537.97	52,338.08	3,663.67	23,444.28	4,003.86	88.08	-	-	31,199.89
2 Secretary	69,523.25	40,006.35	2,800.45	23,444.28	3,060.49	211.68	-	-	29,516.90
3 Housing Inspector	81,227.78	50,327.59	3,522.93	23,444.28	3,850.06	82.92	-	-	30,900.19
4 Property Manager	72,226.40	42,513.56	2,975.95	23,444.28	3,252.29	40.32	-	-	29,712.84
5 Housing Director	95,845.02	75,000.00	5,250.00	9,470.04	5,737.50	387.48	-	-	20,845.02
6 Programs Coordinator	73,260.68	55,594.66	3,891.63	9,470.04	4,252.99	51.36	-	-	17,666.02
7 Accountant	83,397.29	52,215.37	3,655.08	23,444.28	3,994.48	88.08	-	-	31,181.92
8	-	-	-	-	-	-	-	-	-
	<b>559,018.38</b>	<b>367,995.61</b>							<b>191,022.77</b>

Budget based on units and time

1 Property Oper Coor

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	-	-	-	-
AMP 5	-	-	-	-
AMP 6	-	-	-	-
AMP 7	-	-	-	-
Other AMP	100%	52,338.08	31,199.89	83,537.97
Voucher	0%	-	-	-
PB/Other	0%	-	-	-
BA	-	-	-	-
Phase I	-	-	-	-
Phase II	-	-	-	-
	<b>100%</b>	<b>52,338.08</b>	<b>31,199.89</b>	<b>83,537.97</b>

4 Property Manager

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	0%	-	-	-
AMP 5	0%	-	-	-
AMP 6	0%	-	-	-
AMP 7	0%	-	-	-
Other AMP	0%	-	-	-
Voucher	0%	-	-	-
PB/Other	0%	-	-	-
BA	-	-	-	-
Phase I	50%	21,256.78	14,856.42	36,113.20
Phase II	50%	21,256.78	14,856.42	36,113.20
	<b>100%</b>	<b>42,513.56</b>	<b>29,712.84</b>	<b>72,226.40</b>

2 Secretary

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	-	-	-	-
AMP 5	-	-	-	-
AMP 6	-	-	-	-
AMP 7	-	-	-	-
Other AMP	50%	20,003.18	14,758.45	34,761.62
Voucher	50%	20,003.18	14,758.45	34,761.62
PB/Other	-	-	-	-
BA	-	-	-	-
Phase I	-	-	-	-
Phase II	-	-	-	-
	<b>100%</b>	<b>40,006.35</b>	<b>29,516.90</b>	<b>69,523.25</b>

5 Housing Director

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	0%	-	-	-
AMP 5	0%	-	-	-
AMP 6	0%	-	-	-
AMP 7	0%	-	-	-
Other AMP	59%	44,250.00	12,298.56	56,548.56
Voucher	34%	25,500.00	7,087.31	32,587.31
Project Base	7%	5,250.00	1,459.15	6,709.15
BA	-	-	-	-
Phase I	-	-	-	-
Phase II	-	-	-	-
	<b>100%</b>	<b>75,000.00</b>	<b>20,845.02</b>	<b>95,845.02</b>

3 Housing Inspector

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	-	-	-	-
AMP 5	-	-	-	-
AMP 6	-	-	-	-
AMP 7	-	-	-	-
Other AMP	-	-	-	-
Voucher	60%	30,196.55	18,540.11	48,736.67
Project Base	0%	-	-	-
BA	-	-	-	-
Phase I	20%	10,065.52	6,180.04	16,245.56
Phase II	20%	10,065.52	6,180.04	16,245.56
	<b>100%</b>	<b>50,327.59</b>	<b>30,900.19</b>	<b>81,227.78</b>

6 Programs Coordinator

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	0%	-	-	-
AMP 5	0%	-	-	-
AMP 6	0%	-	-	-
AMP 7	0%	-	-	-
Other AMP	40%	22,237.86	7,066.41	29,304.27
Voucher	40%	22,237.86	7,066.41	29,304.27
Project Base	20%	11,118.93	3,533.20	14,652.14
BA	-	-	-	-
Phase I	-	-	-	-
Phase II	-	-	-	-
	<b>100%</b>	<b>55,594.66</b>	<b>17,666.02</b>	<b>73,260.68</b>



7 Accountant

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4		-	-	-
AMP 5		-	-	-
AMP 6		-	-	-
AMP 7		-	-	-
Other AMP	49%	25,585.53	15,279.14	40,864.67
Voucher	45%	23,496.92	14,031.86	37,528.78
Project Base	6%	3,132.92	1,870.91	5,003.84
BA		-	-	-
Phase I		-	-	-
Phase II		-	-	-
	100%	52,215.37	31,181.92	83,397.29

8 0

	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	0%	-	-	-
AMP 5	0%	-	-	-
AMP 6	0%	-	-	-
AMP 7	0%	-	-	-
Other AMP	0%	-	-	-
Voucher	0%	-	-	-
Project Base	0%	-	-	-
BA		-	-	-
Phase I		-	-	-
Phase II		-	-	-
	0%	-	-	-

Total	% of Time	Salary	Benefits	Total Cost for Project
Amp 4	0%	-	-	-
AMP 5	0%	-	-	-
AMP 6	0%	-	-	-
AMP 7	0%	-	-	-
Other AMP	0%	164,414.65	80,602.45	245,017.10
Voucher	0%	121,434.51	61,484.14	182,918.65
Project Base	0%	19,501.85	6,863.27	26,365.12
BA		-	-	-
Phase I		31,322.30	21,036.46	52,358.75
Phase II		31,322.30	21,036.46	52,358.75
	0%	367,995.61	191,022.77	559,018.38

Front-line Tenant Service Costs - Budget

\*\*Employees who work on the following activities:

- Rent Collections
- Resident Services
- Recertifications
- Waiting Lists
- Occupancy & Admissions

For budgeting, take total costs and allocate based on number of units for occupancy manager and move ins per admissions & resident services managers

Manual Input  
Formula

Positions:	12 Month Expense	Salary	Benefits					Total Benefits	
			Retirement	Health Ins	FICA	Life	Unemploy		Other
1 Spec Programs Coordinator	73,221.67	43,386.68	3,037.07	23,444.28	3,319.08	34.56	-	-	29,834.99
2	-	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-	-	-
	73,221.67	43,386.68							29,834.99

Budget based on units and time

1 Spec Programs Coordinator	4				5			
	% of Time	Salary	Benefits	Total Cost for Project		% of Time	Salary	Benefits
TS AMP 1	0%	-	-	-	TS AMP 1	0%	-	-
TS AMP 2	0%	-	-	-	TS AMP 2	0%	-	-
TS AMP 3	0%	-	-	-	TS AMP 3	0%	-	-
TS AMP 4	0%	-	-	-	TS AMP 4	0%	-	-
Other AMP	49%	21,259.47	14,619.15	35,878.62	Other AMP	0%	-	-
TS Voucher	51%	22,127.21	15,215.85	37,343.05	TS Voucher	0%	-	-
PB/Other	-	-	-	-	PB/Other	0%	-	-
	100%	43,386.68	29,834.99	73,221.67		0%	-	-

2	3				6			
	% of Time	Salary	Benefits	Total Cost for Project		% of Time	Salary	Benefits
TS AMP 1	0%	-	-	-	TS AMP 1	0%	-	-
TS AMP 2	0%	-	-	-	TS AMP 2	0%	-	-
TS AMP 3	0%	-	-	-	TS AMP 3	0%	-	-
TS AMP 4	0%	-	-	-	TS AMP 4	0%	-	-
Other AMP	0%	-	-	-	Other AMP	0%	-	-
TS Voucher	0%	-	-	-	TS Voucher	0%	-	-
PB/Other	0%	-	-	-	PB/Other	0%	-	-
	0%	-	-	-		0%	-	-

Total	% of Time	Salary	Benefits	Total Cost for Project
TS AMP 1	0%	-	-	-
TS AMP 2	0%	-	-	-
TS AMP 3	0%	-	-	-
TS AMP 4	0%	-	-	-
Other AMP	0%	21,259.47	14,619.15	35,878.62
TS Voucher	0%	22,127.21	15,215.85	37,343.05
PB/Other	0%	-	-	-
	0%	43,386.68	29,834.99	73,221.67

**City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014  
Administration Expense Other Than Salary**

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Advertising & Marketing	-	-	-	-	1,000.00	1,000.00			150.00	150.00	2,300.00
Legal					250.00	250.00			1,000.00	1,000.00	2,500.00
Training/Convention**	-	-	-	-	2,500.00	2,500.00	-	-			5,000.00
Travel**	-	-	-	-	250.00	1,750.00	-	-	-	-	2,000.00
Accounting					5,000.00	5,000.00			3,600.00	3,600.00	17,200.00
Auditing	-	-	-	-	10,500.00	10,500.00			7,500.00	7,500.00	36,000.00
Office Rent	-	-	-	-							-

**Sundry:**

Consulting	-	-	-	-		-		-			-
Dues and Subscriptions**	-	-	-	-	1,705.00	1,855.00	-	-			3,560.00
Collection Agency	-	-	-	-	2,800.00	1,200.00					4,000.00
Bank Charges	-	-	-	-		2,000.00					2,000.00
Other Sundry	-	-	-	-	2,970.00	8,030.00			12,725.00	13,025.00	36,750.00
											-
											-
<b>Total Sundry</b>	-	-	-	-	7,475.00	13,085.00	-	-	12,725.00	13,025.00	46,310.00

**Office Expenses:**

Admin Service Contracts**	-	-	-	-	9,200.00	9,200.00	-	-	-	-	18,400.00
Printing and Postage					2,700.00	6,300.00					9,000.00
Forms, Stationary, Office Supplies	-	-	-	-	3,000.00	2,000.00			150.00	150.00	5,300.00
Computer Software											-
Copier											-
Telephone	-	-	-	-	3,350.00	1,650.00					5,000.00
Telecommunication Charges											-
											-
											-
<b>Total Office Expenses</b>	-	-	-	-	18,250.00	19,150.00	-	-	150.00	150.00	37,700.00
<b>Total Administration</b>	-	-	-	-	45,225.00	53,235.00	-	-	25,125.00	25,425.00	149,010.00

check  
149,010.00

Note: \*\* = See detail below

Description	AMP4	AMP5	AMP 6	AMP 7	Other AMP	Voucher	PB	BA	Phase I	Phase II	Total
<b>Training/Convention</b>											
Training	-	-	-	-	2,500.00	2,500.00					
<b>Total</b>	-	-	-	-	2,500.00	2,500.00	-	-			5,000.00

**Travel/Meetings**

Conventions	-	-	-	-	125.00	125.00					
Inspections	-	-	-	-		1,500.00					
Other					125.00	125.00					
<b>Total</b>	-	-	-	-	250.00	1,750.00	-	-	-	-	2,000.00

**Admin Service Contracts**

Copier	-	-	-	-	3,700.00	3,700.00					
Software					5,500.00	5,500.00					
Mgmt Consultants											
Consultants - Accounting											
<b>Total</b>	-	-	-	-	9,200.00	9,200.00	-	-	-	-	18,400.00

**Membership, Dues, & Fees**

Beloit Daily News	-	-	-	-	77.00	83.00					
NAHRO					468.00	507.00					
PHADA					468.00	507.00					
Nan McKay & Assoc					596.00	654.00					
WAHA					24.00	26.00					
ENUG					72.00	78.00					
<b>Total</b>	-	-	-	-	1,705.00	1,855.00	-	-			3,560.00

City Of Beloit Community Development Authority  
 12 MONTHS ENDING 12/31/2014  
 Utilities

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Water					1,200.00		100.00		-	1,900.00	3,200.00
Electricity	-	-	-		6,900.00		500.00		500.00	19,500.00	27,400.00
Gas	-	-	-		3,000.00		500.00			13,500.00	17,000.00
Sewer							200.00			4,100.00	4,300.00
Fuel											-
Other Utilities:											
Storm Water Fee											-
											-
											-
Total Other Util	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	<b>11,100.00</b>	-	<b>1,300.00</b>	-	<b>500.00</b>	<b>39,000.00</b>	<b>51,900.00</b>

check  
51,900.00

City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014

Maintenance - Labor & Benefits

Labor

Employee	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Maintenance Staff							3,141.85		20,646.44	21,095.27	44,883.56
Maintenance Staff							3,157.56		20,749.67	21,200.75	45,107.98
Overtime								420.00	2,760.00	2,820.00	6,000.00
Name		-									-
Name		-									-
Name			-								-
Name			-								-
Name		-									-
Name		-									-
Name			-								-
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Name				-							-
Name				-							-
Name				-							-
Name				-							-
Name				-							-
Total	-	-	-	-	-	-	6,299.41	420.00	44,156.11	45,116.02	95,991.54

check  
95,991.54

Benefits

Employee	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Maintenance Staff							2,106.82		13,844.84	14,145.82	30,097.48
Property Operations Mechanic							1,130.93		7,431.82	7,593.38	16,156.12
Overtime								61.53	404.34	413.13	879.00
Name		-									-
Name		-									-
Name			-								-
Name			-								-
Name		-									-
Name		-									-
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Name				-							-
Name				-							-
Name				-							-
Name				-							-
Total	-	-	-	-	-	-	3,237.75	61.53	21,681.00	22,152.32	47,132.60

check  
47,132.60

	Expense	Benefits							SUTA	Total Benefits
		Salary	Retirement	Health Ins	FICA	Life	WC			
Maintenance Staff	74,981.04	44,883.56	3,141.85	23,444.28	3,433.59	77.76	-	-	-	30,097.48
Maintenance Staff	61,264.10	45,107.98	3,157.56	9,470.04	3,450.76	77.76	-	-	-	16,156.12
Overtime	6,879.00	6,000.00	420.00	-	459.00	-	-	-	-	879.00
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
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Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Name	-	-	-	-	-	-	-	-	-	-
Total	143,124.14	95,991.54	6,719.41	32,914.32	7,343.35	155.52	-	-	-	47,132.60

143,124.14 check

**City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014  
Maintenance Contract Cost**

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Garbage	-	-	-					-		900.00	900.00
Heating & Cooling	-	-	-				750.00		1,000.00	500.00	2,250.00
Snow Removal											-
Elevator Maintenance			-		1,500.00					1,300.00	2,800.00
Landscape & Grounds											-
Unit Turnaround							800.00				800.00
Electrical	-	-	-				300.00				300.00
Plumbing	-	-	-				500.00				500.00
Extermination	-	-	-						3,400.00	3,500.00	6,900.00
Janitorial	-	-	-					-			-
Routine Contract Costs	-	-	-	-	6,700.00	-	750.00	-	-	-	7,450.00
Miscellaneous	-	-	-	-	-	-	-	-	2,500.00	3,200.00	5,700.00
											-
											-
											-
											-
											-
											-
											-
											-
<b>Total</b>	-	-	-	-	8,200.00	-	3,100.00	-	6,900.00	9,400.00	27,600.00

check  
27,600.00

Routine Contract Costs:											
Window Repair							750.00				
Vehicle Repair					5,000.00						
Cable Comm Room											
Answering Service					1,700.00						
Repair Expense											
Appliance Repair Laundry											
<b>Total</b>	-	-	-	-	6,700.00	-	750.00	-	-	-	\$ 7,450.00
Miscellaneous											
Contractor Expense	-	-	-						2,000.00	1,200.00	
Misc Operating									500.00	2,000.00	
	-										
<b>Total</b>	-	-	-	-	-	-	-	-	2,500.00	3,200.00	\$ 5,700.00

**City Of Beloit Community Development Authority  
12 MONTHS ENDING 12/31/2014  
Insurance**

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	BA	Phase I	Phase II	Total
Property Insurance	-	-	-		479.00	-	1,427.00		10,472.00	8,922.00	<b>21,300.00</b>
Liability Insurance											-
Workers Comp	-	-	-		5,726.46	5,852.96	722.59	-	-	-	<b>12,302.00</b>
Other Insurance	-	-	-	-	1,823.00	-	-	-	-	-	<b>1,823.00</b>
<b>Total</b>	-	-	-	-	8,028.46	5,852.96	2,149.59	-	10,472.00	8,922.00	<b>35,425.00</b>

check  
35,425.00

Other Insurance

Auto	-	-	-		273.00	-	-				
Bond					250.00						
Public Officials					300.00						
Unemployment					1,000.00						
<b>Total</b>	-	-	-	-	1,823.00	-	-	-	-	-	<b>\$ 1,823.00</b>

Total Salaries

Other	Voucher	Proj Base	BA	Phase I	Phase II	
207801.33	212391.73	26221.26				446414.32
47%	48%	6%		0%	0%	100%
12302						

wk comp

City Of Beloit Community Development Authority  
 12 MONTHS ENDING 12/31/2014  
 Non-Routine Expenses

Extraordinary Maintenance

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	Phase II	Total
	-	-				-	-	-	-
									-
									-
									-
									-
									-
									-
									-
	-	-				-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-

Betterments and Additions

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	Phase II	Total
	-	-				-	-	-	-
									-
									-
									-
									-
									-
									-
									-
	-	-				-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-

Replacements

Description	AMP 4	AMP 5	AMP 6	AMP 7	Other AMP	Voucher	PB/Other	Phase II	Total
Equipment	-	-			1,000.00	-	-	-	1,000.00
									-
									-
									-
									-
									-
									-
									-
	-	-				-	-	-	-
<b>Total</b>	-	-	-	-	1,000.00	-	-	-	1,000.00

1,000.00



## **REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY**

### **AGENDA ITEM: 4b**

**TOPIC:** Resolution No. 2013-35:  
Approval of the Beloit Housing Authority (BHA)  
2014 Annual Public Housing Authority (PHA) Plan  
And the Five year Plan

**REQUESTED ACTION:** Approval of Resolution No. 2013-35

**PRESENTER:** Cathy Pollard

### **STAFF REPORT:**

HUD requires all housing authorities to submit an annual PHA Plan, and this year a review of our Five Year Plan also. The PHA template is the same each year. We fill in the required information and insert the BHA Consolidated Fund Program (CFP) budgets.

Open CFP grants at this time are 2010, 2011, 2012, 2012 RHF and 2013. The monies in these grants have be designated in the plan to cover the replacement of sidewalks and driveways throughout the portfolio, the replacement of roofing not completed in the Redevelopment Phases, and the resurfacing of the public parking space at the BHA Office. Monies have also been designated to pay Debt Service, Security, and a portion of the Administrative costs of BHA.

### **STAFF RECOMENDATION:**

Staff recommends approval of Resolution 2013-35

### **ATTACHMENTS:**

Resolution No. 2013-35.  
PHA Annual Plan  
PHA 5 Year Plan

**RESOLUTION NO. 2013-35**

**APPROVAL OF THE BELOIT HOUSING AUTHORITY (BHA)  
2014 ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN AND  
THE FIVE YEAR PHA PLAN**

**WHEREAS**, the Beloit Housing Authority (BHA) is required to submit a Public Housing Authority (PHA) Annual Plan and a Five Year Plan to HUD outlining the programs that will be operated by the Housing Authority in the coming fiscal year(s); and

**WHEREAS**, the Beloit Housing Authority has prepared these Plans, published a notice, held a Public Hearing, and had the Plans available for Public comment for 30 days as HUD requires; and

**THEREFORE BE IT RESOLVED** that the Beloit Housing Authority through the Community Development Authority Board of Commissioners resolve to approve the 2014 Annual Public Housing Authority Plan and the Five Year Plan;

**NOW BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign the HUD required forms approving the Plans on behalf of the Beloit Housing Authority.

Adopted this 16th day of October, 2012

---

Thomas Johnson, Chair  
Beloit Community Development Authority

ATTEST:

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Julie Christensen, CDA Executive Director

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: _____ Beloit Community Development Authority _____ PHA Code: ___WI064_____ PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 01/01/2014__				
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: __131_____ Number of HCV units: ___598_____				
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH      HCV
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:  The Housing Authority's mission is to serve individuals and families by providing market-rate housing at affordable rents. An additional mission is to provide support services to our residents through our participation in a Community Collaborative of service agencies and our Family Self-Sufficiency Program.				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.  The Housing Authority has maintained membership in the LifeCourse Collaborative, The United Way and LOWV. BHA Director has been involved in the implementation of the Community Action Plan. HCV and Public Housing residents are given the opportunity to attend weekly groups on Family Issues, Budgeting, Employment Issues and Wellness. These groups are facilitated by the Family Self-Sufficiency Coordinator and area professionals. The PHA actively requires all eligible PHA tenants to complete the required Community Service hours. Both Phases of the Beloit Redevelopment Project are complete and all units are occupied.				
<b>6.0</b>	<b>PHA Plan Update</b>  (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:  The PHA has converted ten units of PH into Project-Based Section 8. This conversion has been approved for a period not to exceed five years. Any monies received above the costs to maintain and operate the properties will be used to address debt service on the loans acquired in Phase 1 and Phase 2 of the Beloit Apartment Redevelopment Project. The Admin Plan has been revised to reflect Project-Based HCV change. The Family Self-Sufficiency Action Plan has been revised to detail the meaning of gainful and sustainable employment along with a timeline for employment before successful graduation.  (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.  The Annual Plan can be viewed at the administrative office of the Beloit Housing Authority, 210 Portland Avenue, Beloit, WI 53511 and at the Beloit Library, 605 Eclipse Ave., Beloit, WI 53511.				
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i>  <i>See separate statement</i>				
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.				

8.1	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	<b>Capital Fund Financing Program (CFFP).</b> <input checked="" type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	<b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.  Currently our PH waiting list is at 405 and the HCV waiting list is at 534. Of the 939 applicants, 96% are at 40% or less the 2012 Rock County median income of \$50,500. The HCV list reopened April 4, 2011 with 75 applicants on the list. The ethnic breakdown of the waiting list is 34% White/Non-Hispanic, 60% African-American, and 6% Hispanic. The greatest demand is for two-bedroom units. The current unemployment rate is approximately 9%. The supply of non-skilled openings has dwindled in the area and employers are seeking skilled labor.
9.1	<b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b>  The PHA has addressed the growing demand for smaller sized units with the renovation of its PH portfolio. Larger units have been reduced to accommodate the need. The PHA maintains market-rate quality units which are fully occupied. The PHA maintains an active wait list and strives to lease-up units as soon as possible after vacancies occur. An additional wait list has been added for the Project-Based units.
10.0	<b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.  (a) <b>Progress in Meeting Mission and Goals.</b> Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.  The 5-Year plan is on track in regards to the maintenance and upgrades of the PHA's entire portfolio. Both redevelopment projects have been completed and all units are occupied. PHA staff has been monitoring compliance with all tax credit investors and HUD. The PHA continues to utilize available fund to further upgrade concrete surfaces and landscaping in PH neighborhoods.  (b) <b>Significant Amendment and Substantial Deviation/Modification.</b> Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"  The PHA's definition of significant amendment and substantial deviation/modification would be a change in the specified goals of the 5 Year Plan. This would require agreement and approval from HUD and the vote of the CDA. The HA made a change in Family Self Sufficiency graduation requirements. This required a public notice and Board approval.
11.0	<b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.  (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

**8.2 Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>							
PHA Name/Number		Locality (City/County & State)			Original 5-Year Plan		Revision No:
A.	Development Number and Name	Work Statement for Year 2013 FFY 2012__	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Work Statement for Year 4 FFY 2014	Work Statement for Year 5 FFY 2015	
B.	Physical Improvements Subtotal	Annual Statement	41,000.	79,919	49,919	49,919	
79,919	Management Improvements	40,000.		40,000.	40,000.	40,000.	
40,000	PHA-Wide Non-dwelling Structures and Equipment	3,000.					
	Administration	16,000		16,000	16,000	16,000	
16.0	Other						
	Operations	20,000.		41,000.	41,000.	41,000.	
41.0	Demolition						
	Development	81,500.					
	Capital Fund Financing – Debt Service	40,509.			30,000.	30,000.	
	Total CFP Funds	241,659.		160,919.	160,919.	160,919.	
160.	Total Non-CFP Funds						
D.	Grand Total	241,659					



<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year FFY <u>2012</u>			Work Statement for Year: <u>FFY 2013</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Improvements 1460: The ongoing improvement of public housing units including roofing where needed, gutters, and sidewalk repair.	52 units	Roofing 41,000.	Improvements: 1460 The replacement of outdated windows in the BHA Administration Building.  Gutters	33 windows  52 units	16,600.  40,000.
Annual						
Statement						
	<i>Subtotal of Estimated Cost</i>		\$41,000.	<i>Subtotal of Estimated Cost</i>		\$56,000









CITY HALL • 100 STATE STREET • BELOIT, WI 53511

## REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

---

**AGENDA ITEM:** 5a

**TOPIC:** Resolution 2013-36 Increasing the Marketability Contract Contingency for 932 Ninth Street

**ACTION:** Approve Resolution 2013-36

**PRESENTER:** Scott Schneider

### **STAFF REPORT:**

932 Ninth Street is a house that was rehabbed under the Neighborhood Stabilization Program (NSP). When the State of Wisconsin monitored the City's NSP, they identified as a problem the fact that this property along with two others had been on the market now for about two years without offers. The State has required the City to upgrade these units to make them more marketable. Consequently, on May 15, 2013, the CDA approved a contract for marketability improvements for this property for \$28,890. This contract included replacing the driveway, providing risers on the open porch stairs, providing a half bath on the first floor, remodeling the kitchen to include appliances, replacing the existing carpeting, and providing a central air conditioning unit.

Once the demolition of the kitchen was begun, we discovered more space in the kitchen behind some cabinets. Since the kitchen was one of the primary reasons people had listed for not bidding on the house, we wanted to ensure that the kitchen was designed properly. The new kitchen design includes a wall oven and relocating a door from the kitchen to the dining room. This will allow for much more cabinet and counter space.

Changing the design of the kitchen resulted in an increase from the original bid price of almost 10 percent. In addition, we also discovered a bad ceiling in the office, which will cost approximately \$450. Together, these two items will cost more than the bid price plus the 10 percent contingency approved by the CDA. Therefore, we are requesting an increase in the contingency from 10 percent (\$2,800) to 15 percent (\$4,333.50). This will allow us to do these projects plus give us a little cushion, in case any other unforeseen situations occur.

Attached is Resolution 2013-36, Increasing the Marketability Contract Contingency for 932

Ninth Street. This resolution, if approved, would increase the contingency from 10 percent to 15 percent.

**STAFF RECOMENDATION:**

Staff recommends that the Community Development Authority approve Resolution 2013-36.

**ATTACHMENTS:** Resolution 2013-36

**RESOLUTION 2013-36**

**AMENDING THE MARKETABILITY CONTRACT FOR 932 NINTH STREET**

**WHEREAS**, the City of Beloit received Neighborhood Stabilization Program funds to buy foreclosed properties and resell them to income-eligible homeowners; and

**WHEREAS**, the City Council passed a resolution designating the Community Development Authority as the oversight agency for NSP; and

**WHEREAS**, 932 Ninth Street was purchased and remodeled using NSP funds; and

**WHEREAS**, 932 Ninth Street has been on the market for about two years without a single offer, and selling the house is a critical aspect to the NSP program, and

**WHEREAS**, the State of Wisconsin is requiring us to make these upgrades in order to sell this house, and

**WHEREAS**, Mark's Construction of Beloit Inc. submitted the low bid of \$28,890.00, and was awarded the marketability contract earlier this year with a 10 percent contingency; and

**WHEREAS**, the new kitchen layout and replacement of a ceiling in the office increased the cost to more than the bid price of \$28,890 and the 10 percent contingency would allow.

**NOW THEREFORE BE IT RESOLVED THAT**, the Community Development Authority will increase the contingency allowance from the originally allotted 10% of the bid to 15% of the bid as indicated below:

Project as bid	\$28,890.00
+10% contingency	\$2,889.00
+5% additional contingency	\$1,444.50
<b>REVISED CONTRACT AWARD</b>	<b><u>\$ 33,223.50</u></b>

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the revised contract award be, and hereby is, funded as follows:

**FUNDING:**

73675200-524023-10479	NSP Resale – Beloit	\$ 33,223.50
<b>TOTAL AVAILABLE FUNDING</b>		<b><u>\$ 33,223.50</u></b>

Adopted this 16th day of October, 2013.

**Community Development Authority**

---

Thomas Johnson, Chairperson

**ATTEST:**

---

Julie Christensen  
Executive Director





## REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

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**AGENDA ITEM:** 5b

**TOPIC:** Resolution 2013-37 Accepting an Offer to Purchase 122 Hackett Street

**REQUESTED ACTION:** Approval of Resolution 2013-37

**PRESENTER:** Teri Downing

### **STAFF REPORT:**

On October 4, 2011, the City purchased 122 Hackett from Rock County prior to the tax foreclosure sale for \$13,802. In November, 2011, the City deeded the property to the Community Development Authority in order to rehab and resell it to an income-eligible homebuyer under the Neighborhood Stabilization Program. The property is located on the southwest corner of Hackett Street and Kenwood Avenue and includes a single family house and garage.

The CDA spent approximately \$85,000 on rehabilitation costs. The house has been for sale for seven months. The offer being presented today is for \$69,900 to an income-eligible buyer. Please see attached offer.

The offer is contingent upon replacing the apartment sized refrigerator with a regular 32" refrigerator and adjusting the cabinets to accommodate the larger refrigerator. This property is a four bedroom house and needs a larger refrigerator to accommodate the buyer's large family.

### **STAFF RECOMENDATION:**

City staff recommends that the Community Development Authority approve Resolution 2013-37.

### **ATTACHMENTS:**

WB-11 Residential Offer to Purchase, Location Map and Resolution 2013-37

**RESOLUTION 2013-37**  
**ACCEPTING AN OFFER TO PURCHASE FOR 122 HACKETT STREET**

**WHEREAS**, the Community Development Authority is responsible for implementation and oversight of the Neighborhood Stabilization program; and

**WHEREAS**, the property at 122 Hackett Street has been renovated and is ready for resale; and

**WHEREAS**, the Community Development Authority has received the attached offer to purchase from the property.

**NOW THEREFORE BE IT RESOLVED**, that the Community Development Authority accepts the attached offer and authorizes the Executive Director to execute all documents related to this transaction.

Adopted this 16th day of October, 2013

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Thomas M. Johnson, Chairman  
Community Development Authority

ATTEST:

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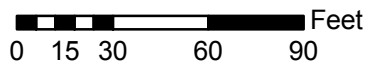
Julie Christensen, Executive Director

# Location Map



122 Hackett Street



1 inch = 60 feet



## Legend

-  COB Parcels
-  Zoning District

Map prepared by: Julie Christensen  
Date: October 2013  
For: Division of Community and Housing Services  
Date of Aerial Photography: March 2011

COMMUNITY DEVELOPMENT DEPARTMENT

# Estimated Seller's Proceeds

122 Hackett Street  
 Property Address Beloit, WI 53511 Date October 10, 2013  
 Prepared For CDA of the City of Beloit  
 Sales Consultant Vicki Jentoft-Johnson

**SELLING PRICE** \$69,900.00  
**ENCUMBRANCES**

First Mortgage		
Second Mortgage/Equity Loan		
<b>Total Encumbrances</b>		

**ESTIMATED SELLING COSTS**

<b>Transfer Tax</b> (Fee is \$3 per thousand)		
<b>Real Estate Taxes, Current Year Proration</b>		
<b>Real Estate Taxes, Any Due From Prior Year</b>		
<b>Special Assessments</b>		
*special assessment search		
<b>Title Insurance</b>	\$665.00	
<b>Recording Costs</b>	\$30.00	
<b>Attorney Fee</b> (Deed and/or Other)		
<b>Brokerage Fee To Selling Company</b> (Compensation to Company Bringing the offer could vary somewhat if Buyer Brokerage)	\$1,747.50	
<b>Brokerage Fee to Marketing Company</b> (to pay for advertising, printing, yard and directional signs, flyers, local and long distance phone calls, multiple listing services, computer equipment and time, personnel, promotions, public open houses, coordination with other firms, mailings; preparation, postage, print media, lock box fees, communication systems and websites)	\$1,747.50	
<b>Seller to Pay on Behalf of Buyer</b>		
<b>UHP Home Warranty Policy</b>	\$425	
<b>Mortgage Payment</b> (one Month for interest in Arrears)		
<b>Repairs</b>		
<b>Title Company Transaction Fee</b>		
<b>closing fee</b>	\$100.00	
<b>final sewer/water bill</b>	\$100.00	
<b>Total Estimated Known Selling Costs*</b>		\$4,915.00

**ESTIMATED NET CASH PROCEEDS** \$65,085.00

Seller's Proceeds estimated herein are based in part on information supplied by the seller. It is assumed that encumbrances are not in arrears. One or more on the costs and encumbrances may vary from those shown above. Therefore, these figures and proceeds are **estimates** only and are not guaranteed by **Century 21 Affiliated** or its licensees. \*Additional prorations will be calculated on the closing statement.

I have read the above and acknowledge a copy of this form.

Seller CDA of the City of Beloit Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON October 10, 2013 [DATE] IS (~~AGENT OF BUYER~~)  
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, ANGELA MORAN  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 122 Hackett St.  
5 \_\_\_\_\_ in the city

6 of Beloit, County of Rock Wisconsin (Insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: SIXTY NINE THOUSAND NINE HUNDRED  
9 \_\_\_\_\_ Dollars (\$ 69,900.00).

10 ■ EARNEST MONEY of \$ ---0--- accompanies this Offer and earnest money of \$ 500.00  
11 will be mailed, or commercially or personally delivered within FIVE days of acceptance to listing broker or  
12 \_\_\_\_\_

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: STOVE; REFRIDGERATOR 32 inch ;  
16 KITCHEN CABINETS TO BE MODIFIED FOR REFRIDGERATOR

17 ■ NOT INCLUDED IN PURCHASE PRICE: SELLERS & CONTRACTORS PERSONAL PROPERTY  
18 \_\_\_\_\_

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

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

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

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before OCTOBER 18, 2013. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

38 Seller's recipient for delivery (optional): Vicki Jentoft-Johnson C-21 Affiliated

39 Buyer's recipient for delivery (optional): Russ Hansen Shorewest Realtors

40  (2) Fax: fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( 608 ) 365-1672 Buyer: ( 608 ) 754-5190

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

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

47 Delivery address for Seller: \_\_\_\_\_

48 Delivery address for Buyer: \_\_\_\_\_

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

53 E-Mail address for Seller (optional): vickijjc21@aol.com vickijj@c21affiliated.com

54 E-Mail address for Buyer (optional): rhansen@shorewest.com

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

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

61 **DEFINITIONS**

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

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

66 a. Defects in the roof.  
 67 b. Defects in the electrical system.  
 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.

70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).

71 e. Defects in the well, including unsafe well water.

72 f. Property is served by a joint well.

73 g. Defects in the septic system or other sanitary disposal system.

74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)

78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).

79 j. Defects in the basement or foundation (including cracks, seepage and bulges).

80 k. Property is located in a floodplain, wetland or shoreland zoning area.

81 l. Defects in the structure of the Property.

82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.

83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).

84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.

86 **NOTE: specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
 87 **properties built before 1978.**

88 p. Presence of asbestos or asbestos-containing materials on the Property.

89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.

91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.

93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.

95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.

97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.

98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.

99 w. Remodeling that may increase Property's assessed value.

100 x. Proposed or pending special assessments.

101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.

103 z. Proposed construction of a public project that may affect the use of the Property.

104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.

106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.

107 cc. Any land division involving the Property for which required state or local permits had not been obtained

108 dd. Violation of state or local smoke and carbon monoxide detector laws.

109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.

111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.

114 gg. Other defects affecting the Property.

115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than **DECEMBER 12, 2013**  
 117 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
 119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
 120 assessments, fuel and \_\_\_\_\_

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

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

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

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

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

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

130  \_\_\_\_\_ % (105% if blank) of the net general real estate taxes for the preceding year, or the current year if available.

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

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

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

143 \_\_\_\_\_ . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

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

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

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
 160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
 161 Real Estate Condition Report dated **MARCH 11, 2013**, which was received by Buyer prior to Buyer

162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
 163 \_\_\_\_\_

164 \_\_\_\_\_ **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** **OFFER is subject to final approval of the CDA of the City of Beloit.**

166 **Offer subject to buyer receiving MOVIN OUT grant of \$8000 (\$650 to program, \$7,350 to Buyer)**

167 **Offer subject to buyer receiving downpayment/closing cost assistance grant from CDA/NHS of \$7,500 (\$500 to program,**  
 168 **\$7000 to buyer.**

169 **Subject to Buyer receiving BMO grant of \$3000 (\$500 for program, \$2,500 for buyer).**

170 **Kitchen to be modified to fit 32 inch refridgerator with new cabinets/counter at seller's expense.**

171 **PLACE OF CLOSING:** Buyer and Seller agree that this transaction is to be closed at the place designated

172 by Buyer's mortgagee or **BRABAZON TITLE**

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

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

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

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

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

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



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

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

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

228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.25 %.

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

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

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

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

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

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

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

264  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within 45 days of acceptance, delivers  
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
269 purchase price, accompanied by a written notice of termination.

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

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

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

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

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

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

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

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

304 **N/A** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and any financing contingency (See Addendum A — Waiver of Financing  
308 Contingency clause)

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

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

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

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

325 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

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

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**  
420 **as any follow-up inspection(s).**  
421 This contingency shall be deemed satisfied unless Buyer, within 15 days of acceptance, delivers to Seller a copy of the  
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice  
423 of Defects).

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

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

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


435 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 436 **(1) HQS Inspection by Beloit Housing Authority(within 30 days)**
- 437 **(2) Independent Pre-purchase inspection arranged by purchaser**
- 438 **(3) Purchaser not obligated to purchase the unit unless passes HQS and independent inspection is satisfactory to purchaser.**
- 439 **(4) Purchaser is not obligated to pay for any repairs.**
- 440 **(5) Certification from seller that the seller has not been debarred, suspended, or subject to a limited denial of participation;**  
441 **under 24 Code of Federal Regulations, Part 24.**

442 **(6) BATHROOM VINYL BASEBOARD TO BE REPAIRED / REPLACED**

443 This Offer was drafted by [Licensee and Firm] RUSS HANSEN Shorewest Realtors

444 \_\_\_\_\_ on October 10, 2013

445 (x)  10/10/13  
446 Buyer's Signature ▲ Print Name Here ▶ ANGELA MORAN Date ▲

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

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

450 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

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

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

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

460 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

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

**ADDENDUM A TO OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated OCTOBER 10, 2013 (Offer) made by ANGELA MORAN  
2 \_\_\_\_\_ (Buyer) with respect to the Property at \_\_\_\_\_  
3 122 Hackett St. Beloit, Wis. 53511, Wisconsin (Property).

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

6 **CAUTION: Broker recommends Buyer have the Property tested for all conditions that Buyer considers material to the transaction.**

7  **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the  
8 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: \_\_\_\_\_  
9 \_\_\_\_\_

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

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

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

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

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

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

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

41 Each contingency selected above [testing, well water, well system or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of  
42 the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to  
43 Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects. If Seller was granted the right to cure in a contingency above  
44 Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to  
45 cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior  
46 to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have the  
47 right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of  
48 election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the  
49 current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless  
50 otherwise agreed to in writing.

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

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

57  A. All work orders required to obtain the above certificate of Code Compliance or Occupancy Permit.  
58  B. The total of all work orders not to exceed \$ 0 ("400" if left blank). **Buyer shall pay the balance of the costs of**  
201 04/2013 EHO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 143 **INSURANCE PROVISIONS**

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

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

#### 156 **FINANCING ISSUES**

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

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

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

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

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

170 **NOTICE: The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.**

171 **The Parties acknowledge this requirement may result in an additional cost.**



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

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

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

180 **NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.**

181  **STATE VA MORTGAGE: (Buyer)(Seller) STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the loan origination fee not to exceed \_\_\_\_\_%  
182 ("0%" if left blank) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

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

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

186  **HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year  
187 provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ 425.00. The cost of the  
188 warranty will be paid by the ~~(Seller)~~(Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the ~~(listing)~~(selling)  
189 **STRIKE ONE** broker ("listing" if neither is stricken) Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under  
190 the warranty plan.

191  **ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ \_\_\_\_\_ ("0" if left blank) per \_\_\_\_\_.

192 **ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is a "x" in the box in front of the "Addendum  
193 Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

194 Addendum Topic	Label	Addendum Topic	Label
195 <input type="checkbox"/> LEAD BASED PAINT	S	<input type="checkbox"/> Alternate Financing -- "Bridge Loan" and "Second Mortgage"	F
196 <input type="checkbox"/> OCCUPANCY	O	<input type="checkbox"/>	
197 <input type="checkbox"/> RENTAL PROPERTY	R	<input type="checkbox"/>	

198 **ADDITIONAL CONTINGENCY:** This Offer is contingent upon  
199 \_\_\_\_\_  
200 \_\_\_\_\_ on or before \_\_\_\_\_ in the event \_\_\_\_\_  
201 \_\_\_\_\_

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

204 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
205 \_\_\_\_\_  
206 \_\_\_\_\_  
207 \_\_\_\_\_  
208 \_\_\_\_\_  
209 \_\_\_\_\_  
210 \_\_\_\_\_  
211 \_\_\_\_\_  
212 \_\_\_\_\_  
213 \_\_\_\_\_  
214 \_\_\_\_\_  
215 \_\_\_\_\_

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

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

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

224 (X) MS 10/10/13 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
225 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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

1 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a  
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from  
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
4 young children may produce permanent neurological damage, including learning disabilities, reduced  
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular  
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the  
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or  
9 inspection for possible lead-based paint hazards is recommended prior to purchase.  
10 Disclosures and Acknowledgments made with respect to the Property at 122 Hackett Street, Beloit,

11 \_\_\_\_\_, Wisconsin.  
12 **SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or  
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: house built prior to 1978 and  
15 could contain LBP

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

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

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

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

25 (X) Julie Christensen 03/11/2013  
26 (ALL Sellers' signatures) \* Print Names Here \* CPA of: the City of Beloit, (Date)

27 Seller Obligations under the Federal Lead-Based Paint Disclosure Rules  
28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.118 & 745.115; and 24 CFR subtitle A,  
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

87 ■ **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

119 (X) *Vicki Jentoft-Johnson* 03/11/2013  
120 (Agent's signature) Print Agent & Firm Names Here Vicki Jentoft-Johnson, C-21 Affiliated (Date) ▲

121 (X) *R.A. Hansen* SHOREWEST REALTORS 10-10-13  
122 (Agent's signature) Print Agent & Firm Names Here RUSS HANSEN (Date) ▲

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

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

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

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

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

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

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

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

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

155 (X) *Angela Moran* 10-10-13  
156 (ALL Buyers' signatures) Print Names Here ANGELA MORAN (Date) ▲  
157

**REAL ESTATE CONDITION REPORT**

**DISCLAIMER**

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 122 Hackett Street (STREET ADDRESS) IN THE \_\_\_\_\_ City \_\_\_\_\_ (CITY) (VILLAGE) (TOWN) OF \_\_\_\_\_ Beloit \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Rock \_\_\_\_\_, STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF \_\_\_\_\_ March \_\_\_\_\_ (MONTH), \_\_\_\_\_ 11 \_\_\_\_\_ (DAY), 2013 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

A BUYER WHO DOES NOT RECEIVE A FULLY COMPLETED COPY OF THIS REPORT WITHIN 10 DAYS AFTER THE ACCEPTANCE OF THE CONTRACT OF SALE OR OPTION CONTRACT FOR THE ABOVE-DESCRIBED REAL PROPERTY SHALL HAVE THE RIGHT TO RESCIND THAT CONTRACT (WIS. STATS. SECTION 709.02), PROVIDED THE OWNER IS SUBJECT TO WISCONSIN STATUTES CHAPTER 709.\*

*NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.*

**OWNER'S INFORMATION**

B.1. In this form, "am aware" means have notice or knowledge. "Am aware" means that the owner has notice or knowledge based on an official notice issued by a governmental body, advice or recommendations received from a contractor, inspector or other person regarding a property condition or the correction of a property defect or problem, personal observation, or some other source of information. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

In this form, "owner" means that person or those persons, or the entity or organization, which is the owner of the above-described real property. If the property is owned by two or more individuals as joint tenants or tenants-in-common, each joint owner or tenant-in-common must join in the execution of this Real Estate Condition Report or complete a separate report based on his or her individual awareness. Owners subject to Wisconsin Statutes Chapter 709 include all persons who transfer real estate containing one to four dwelling units by sale, exchange or land contract, except personal representatives, trustees and conservators and except fiduciaries who are appointed by, or subject to supervision by, a court if those persons have never occupied the property transferred; and excluding owners who transfer property which has not been inhabited and who transfer property by conveyance exempt from the real estate transfer fee. Owners not subject to Chapter 709 may complete this report on a voluntary basis without becoming subject to the provisions of Chapter 709. In this form, "principal" refers either to the owner or the buyer.

B.2. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes", "no" or "not applicable" to the property being sold. If the owner responds to any statement with "yes", the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes".

B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

Instead of responding to any statement below with a "yes", "no" or "not applicable", and explaining the "yes" statements, the owner may substitute for any statement answer below an answer supplied by a public agency such as a governmental agency or department (Wis. Stats. Section 86.073(3)(h)); or information supplied by one of the following experts or professionals, provided the information is in writing, is furnished on time, and the statement to which it relates is identified: licensed engineers, land surveyors and structural pest control operators; contractors with respect to matters within the scope of the contractor's occupation; or other persons who the seller, buyer or any agent involved in the transaction reasonably believes has sufficient experience to meet the standards of practice for the kind of information provided (Wis. Stats. Sections 709.02 & 452.23(2)(b)). If a statement is answered by such an expert's or professional's written information, report or document, the owner may place an "X" in the "See Expert's Report" column next to the statement(s) which are answered by the expert's information and attach the expert's written information to this Real Estate Condition Report, or provide the written information separately before the applicable deadline.

THE ITALICIZED LISTS OF POSSIBLE TYPES OF DEFECTS FOLLOWING EACH STATEMENT BELOW ARE EXAMPLES ONLY AND ARE NOT THE ONLY DEFECTS WHICH MIGHT PROPERLY BE DISCLOSED IN RESPONSE TO EACH RESPECTIVE STATEMENT.

PROPERTY CONDITION STATEMENTS	Yes	No	N/A	See Expert's Report
C.1. I am aware of defects in the roof. <i>Roof defects might include, but are not limited to such things as leakage, ice build-up, or significant problems with gutters or eaves.</i>	_____	<input checked="" type="checkbox"/>	_____	_____
C.2. I am aware of defects in the electrical system. <i>Electrical defects might include, but are not limited to, electrical wiring not in compliance with applicable code, or defects in an attached antenna and cables, satellite dish, security system, doorbells or intercom.</i>	_____	<input checked="" type="checkbox"/>	_____	_____
C.3. I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale. <i>Other plumbing system defects might include, but are not limited to, excessive or insufficient water pressure, leaks or other defects in pipes, toilets, interior or exterior faucets, bath tubs, showers, or any sprinkler system.</i>	_____	<input checked="" type="checkbox"/>	_____	_____
C.4. I am aware of defects in the heating and air conditioning system (including the air filters and humidifiers). <i>Other heating and air conditioning defects might include, but are not limited to, defects in supplemental heaters, ventilating fans or fixtures, or solar collectors.</i>	_____	<input checked="" type="checkbox"/>	_____	_____
C.5. I am aware of defects in the well, including unsafe well water. <i>Well defects might include, but are not limited to, an unused well not properly closed in conformance with state regulations, a well which was not constructed pursuant to state standards or local code, or a well which requires modifications to bring it into compliance with current code specifications.</i>	_____	<input checked="" type="checkbox"/>	_____	_____
C.6. I am aware that this property is served by a joint well.	_____	<input checked="" type="checkbox"/>	_____	_____

See  
Expert's  
Report

C.7. I am aware of defects in the septic system or other sanitary disposal system. Septic system defects might include, but are not limited to, back-ups in toilets or in the basement; exterior ponding, overflows or back-ups; or defective or missing baffles.

Yes No N/A

C.8. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes", the owner, by law, may have to register the tanks with the department of safety and professional services at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the department of safety and professional services may require the closure or removal of unused tanks).

C.9. I am aware of an "LP" tank on the property. (If correct, specify in the additional information space whether or not the owner of the property either owns or leases the tank).

C.10. I am aware of defects in the basement or foundation (including cracks, seepage and bulges). Other basement defects might include, but are not limited to, flooding, extreme dampness or wet walls, unsafe concentrations of mold, or defects in drain tiling or sump pumps.

C.11. I am aware that the property is located in a floodplain, wetland or shoreland zoning area.

C.12. I am aware of defects in the structure of the property. Structural defects with respect to the residence or other improvements might include, but are not limited to, movement, shifting or deterioration in walls or foundation; major cracks or flaws in interior or exterior walls, siding, partitions or foundation; wood rot, and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways or insulation.

C.13. I am aware of defects in mechanical equipment included in the sale either as fixtures or personal property, in addition to heating, ventilation, and air conditioning (HVAC) equipment defects, mechanical equipment defects might include, but are not limited to, defects in any stove, oven, hood, microwave, dishwasher, refrigerator, freezer, washer, dryer, trash compactor, garbage disposal, central vacuum, garage door opener, or incinerator which is included in the sale.

C.14. I am aware of boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).

C.15. I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system or other potentially hazardous or toxic substances on the premises. Such defects might also be caused by unsafe levels of mold or the production of methamphetamine (meth) or other hazard chemicals on the property. Note: Specific Federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

C.16. I am aware of the presence of asbestos or asbestos-containing materials on the premises.

C.17. I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties. Such defects might include, but are not limited to, environmental hazards resulting from an adjacent or nearby dump, gas station, or commercial/industrial business which improperly uses/handles toxic substances.

C.18. I am aware of current or previous termite, powder-post beetle or carpenter ant infestations.

C.19. I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the property or a violation of applicable state or local smoke detector laws. NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.140 & 101.647). Such defects might include, but are not limited to, defects in the chimney, fireplace flue, inserts or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.

C.20. I am aware either that remodeling affecting the property's structure or mechanical systems was done or that additions to this property were made during my period of ownership without the required permits.

C.21. I am aware of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition. This might include, but is not limited to, orders to correct building code violations.

C.22. I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment. Abnormal property tax increases might include, but are not limited to, area assessments or other reassessments.

C.23. I am aware that remodeling that may increase the property's assessed value was done.

C.24. I am aware of proposed or pending special assessments. Such assessments might be for planned public improvements such as, but not limited to, sidewalks, streets, curb and gutter, sewer or water mains or laterals, terrace trees, or lake improvements such as dredging.

C.24.m I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district or sewer district that has the authority to impose assessments against the real property located within the district.

C.25. I am aware of the proposed construction of a public project that may affect the use of the property.

C.26. I am aware of subdivision homeowners' associations; common areas co-owned with others; zoning violations or nonconforming uses, any land division involving the property for which required state or local permits had not been obtained; conservation easements, restrictive covenants, rights-of-way, easements, or another use of a part of the property by nonowners; other than recorded utility easements.

C.26.m I am aware that the property is subject to a mitigation plan required under administrative rules of the department of natural resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

C.27. I am aware of other defects affecting the property. Other defects might include, but are not limited to, diseased or dying trees or shrubs; animal, reptile or insect infestation; drainage easement or grading problems; substantial pet damage; excessive silt, settling, earth movements, upheavals or other soil problems; environmental nuisances affecting the property such as noise, smoke, odor, or water diversion from neighboring property; high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property; deed restriction violations; lack of legal access; or any other defect or material condition.

ADDITIONAL INFORMATION

	Yes	No	N/A	See Expert's Report
D.1. I am aware that a structure on the property is designated as a historic building or that part of the property is in a historic district.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.a I am aware of a pier attached to the property that is not in compliance with state or local pier regulations. See <a href="http://dnr.wi.gov/">http://dnr.wi.gov/</a> for information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.b All or part of the land has been assessed as agricultural land under Wis. Stat. § 70.32(2r) (use-value assessment).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.c The owner has been assessed a use-value assessment conversion charge under Wis. Stat. § 74.485(2).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.d The payment of the use-value assessment conversion charge has been deferred under Wis. Stat. § 74.485(4).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Notice: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g. residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <a href="http://www.revenue.wi.gov/aqs/all/useassmt.html">http://www.revenue.wi.gov/aqs/all/useassmt.html</a>.</i>				
D.1.e I am aware that the property is to a farmland preservation agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Notice: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4600 or visit <a href="http://datcp.wi.gov/Environment/Working_Lands_Initiative/">http://datcp.wi.gov/Environment/Working_Lands_Initiative/</a> for more information.</i>				
D.1.f I am aware of the presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture intrusions or conditions that might initiate the growth of unsafe levels of mold.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1.g I am aware that all, or part, of the property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see D.1.e.), Forest Crop Law, Managed Forest Law (see disclosure requirement in Wis. Stat. § 710.12), the Conservation Reserve Program or a comparable program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.2. The owner has lived on the property for <u>0</u> years.				
D.3. Explanation of "yes" responses. (See B. 3.)	<u>SOLD AS IS</u>			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-6830.

OWNER'S CERTIFICATION

E. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report. NOTE: Wisconsin Statute § 709.035 requires owners who, prior to acceptance, obtain information which would change a response on this report, to submit a new report or an amended report to the prospective buyer.

Owner: Julie Christensen Date: 9/8/13 Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Owner: \_\_\_\_\_ Date: \_\_\_\_\_

CERTIFICATION BY PERSON SUPPLYING INFORMATION

F. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report:

Person: [Signature] Items: \_\_\_\_\_ Date: 9/6/13 Person: \_\_\_\_\_ Items: \_\_\_\_\_ Date: \_\_\_\_\_

Person: \_\_\_\_\_ Items: \_\_\_\_\_ Date: \_\_\_\_\_ Person: \_\_\_\_\_ Items: \_\_\_\_\_ Date: \_\_\_\_\_

NOTICE REGARDING ADVICE OR INSPECTIONS

G. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS OR WARRANTIES.

BUYER'S ACKNOWLEDGMENT

H.1. THE PROSPECTIVE BUYER ACKNOWLEDGES THAT TECHNICAL KNOWLEDGE SUCH AS THAT ACQUIRED BY PROFESSIONAL INSPECTORS MAY BE REQUIRED TO DETECT CERTAIN DEFECTS SUCH AS THE PRESENCE OF ASBESTOS, BUILDING CODE VIOLATIONS AND FLOODPLAIN STATUS.

H.2. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Prospective Buyer: [Signature] Date: 10-10-13 Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

\*NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not part of the REAL ESTATE CONDITION REPORT content required by Wis. Stat. § 709.03.

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## PHASE 4: CONTRACT OF SALE

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### CHECKLIST

#### OFFER TO PURCHASE

- Contract **MUST** include the following **FIVE** contingencies:
  1. HQS Inspection by Beloit Housing Authority
  2. Independent Pre-purchase inspection arranged by purchaser
  3. Purchaser not obligated to purchase the unit unless passes HQS and independent inspection is satisfactory to purchaser.
  4. Purchaser is not obligated to pay for any repairs.
  5. Certification from seller that Certification from seller that the seller has not been debarred, suspended, or subject to a limited denial of participation; under 24 Code of Federal Regulations, Part 24.

#### ACCEPTED OFFER GIVEN TO BELOIT HOUSING AUTHORITY

- Copy of Contract to BHA at least 15 days prior to closing.
- Closing Date: \_\_\_\_\_ time: \_\_\_\_\_ Where: \_\_\_\_\_

#### INSPECTIONS

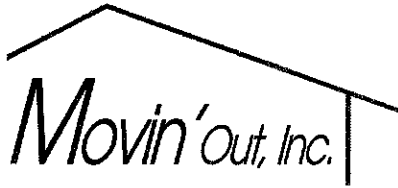
- HQS Inspection ordered. DATE: \_\_\_\_\_
- HQS Inspection completed. DATE: \_\_\_\_\_
- Repairs completed and final HQS inspection ordered. DATE: \_\_\_\_\_
- Independent inspection ordered (arranged by purchaser) DATE: \_\_\_\_\_
- Independent inspection completed. DATE: \_\_\_\_\_

## BELOIT HOUSING AUTHORITY

210 Portland Ave, Beloit WI 53511

608-364-8750





Housing solutions for adults  
and children with disabilities

Movin' Out, Inc. Ste. L1  
Madison, WI 53703  
Phone: 608-251-4446  
Fax: 608-819-0623  
Toll Free: 1-877-861-6746  
Email: [rw@movin-out.org](mailto:rw@movin-out.org)  
[www.movin-out.org](http://www.movin-out.org)

October 9th, 2013

Angela Moran  
912 Kenwood Avenue  
Beloit, WI 53511

Dear Angela,

Based on the information we have received it appears that you are eligible for our Federal Home Loan Bank of Chicago Down Payment Assistance. **This is a 5-year forgivable loan in the amount of \$8,000. (A total of \$7,350 to be used toward your purchase and a \$650 counseling fee paid to Movin' Out, Inc).** This will be recorded as a junior mortgage against your home for a 5-year period beginning at the time of purchase.

This reservation is conditional upon receipt and review of a complete accepted offer to purchase, appraisal and satisfactory independent property inspection. Upon receipt of these items it will be necessary for the underwriting team to review the transaction prior to issuing a final approval for funding. If for any reason, you should not proceed with the purchase of a home it is your full responsibility to pay for any fees associated with the transaction, such as inspection fee or application fee to your lender.

If during the purchase process any details change, such as a change in purchase price or increased loan amount, it will be necessary for the underwriting team to review the transaction prior to issuing the final fund reservation. Income will be re-verified prior to closing and if unreported or additional income is found you may be disqualified. **You will stay on our reservation list until December 9<sup>th</sup>, 2013.** You must present us with an accepted OTP by this date.

Sincerely,

Rebecca Wiese

Cc: Laurie Selvey- BMO Harris Bank



**HOUSING PLAN  
ANGELA MORAN  
ROCK CO  
CMI-%  
DEBT \$322/MONTH**

**ACTUAL INCOME: \$25,473.83/YEAR    \$2,122.78/MONTH  
GROSSED UP:\$2,653.47/MONTH**

**TRANSACTION:**

Purchase Price	\$ 68,550
Closing Costs	<u>\$1,500</u>
Total	\$ 66,000

**FINANCING:**

1 <sup>st</sup> Mortgage	\$58,200
Buyer Down payment	\$1,500
AHP	\$ 7,350
BMO	\$3,000

**MONTHLY PAYMENTS:**

Principal and Interest:	\$320
Taxes	\$ 166
Insurance	<u>\$ 40</u>
PITI	\$ 526

**RATIOS:** The estimated monthly housing payment is 20% of your total monthly income. Your house payment plus your monthly debt payments is 32% of your monthly income.

Please remember that all of the above numbers are estimates and are subject to change.

The above scenario is what will be presented for Movin' Out, Inc. underwriting approval. Please sign and send back to me if you agree with the information presented here.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Residential Mortgage Loan Pre-Approval

August 27, 2013

Angela L Moran  
912 Kenwood Ave  
Beloit, WI 53511

LN # 8501523549  
123 PreApproval Road  
Beloit, WI 53511

We have examined the information you submitted along with your credit record. Based on this information, we are pleased to provide a preliminary loan approval for a residential first mortgage under the following conditions:

### Loan Terms

Loan Amount:	58,200.00
Loan Term:	360
Note Rate:	5.250
Discount Fee:	-291.00
ARM Index:	0.000
ARM Margin:	0.000
Periodic Rate Cap:	0.000

### Proposed Housing Expense

Principal and Interest	321.38
Property Tax:	150.00
Hazard Insurance:	41.67
Flood Insurance:	0.00
Private Mortgage Insurance:	0.00
Association Assessment:	0.00
<b>Total Housing Expense:</b>	<b>513.05</b>

A monthly escrow/impound amount will be collected for Property Taxes and/or Hazard Insurance . Payment for homeowners association assessment (if applicable) will not be collected by Harris and is included only as a means of determining total housing payment for qualification purposes.

This preliminary loan approval shall expire on December 25, 2013 . Once your offer on a home has been accepted, please contact your Mortgage Specialist for an appointment to finalize your mortgage application.

### PRICING

**Floating Option:** Per the Price Protection Election Agreement, which you signed on August 08, 2013 , your rate and discount points will float up and down depending on market conditions. When you choose to lock your rate, the resultant total monthly housing expense may not exceed \$ 513.05 . If the proposed monthly housing expense will exceed this amount, or if your loan does not close by December 25, 2013 for any reason, review and re-approval of your application by Harris may be required.

### REPAYMENT TERMS:

**Fixed Rate Mortgage:** To be repaid in 360 equal monthly installments of \$ 321.38 (principal and interest) with the first installment due approximately 30 days after settlement.