

1995-96 SESSION
COMMITTEE HEARING
RECORDS

Committee Name:

Joint Committee on
Finance (JC-Fi)

Sample:

Record of Comm. Proceedings ... RCP

- 05hrAC-EdR_RCP_pt01a
- 05hrAC-EdR_RCP_pt01b
- 05hrAC-EdR_RCP_pt02

➤ Appointments ... Appt

➤ **

➤ Clearinghouse Rules ... CRule

➤ **

➤ Committee Hearings ... CH

➤ **

➤ Committee Reports ... CR

➤ **

➤ Executive Sessions ... ES

➤ **

➤ Hearing Records ... HR

➤ **

➤ Miscellaneous ... Misc

➤ 95hrJC-Fi_Misc_pt37

➤ Record of Comm. Proceedings ... RCP

➤ **

STATE OF WISCONSIN

SENATE CHAIR
TIM WEEDEN

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P.O. Box 7882
Madison, WI 53707-7882
Phone: 608-266-2253



ASSEMBLY CHAIR
BEN BRANCEL

LL2, 119 Martin Luther King Jr. Blvd.
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Madison, WI 53708-8952
Phone: 608-266-7746

JOINT COMMITTEE ON FINANCE

February 5, 1996

Secretary James R. Klauser
Department of Administration
110 East Wilson Street
Madison, WI 53702

Dear Secretary Klauser:

This is to inform you that the members of the Joint Committee on Finance have reviewed the 16.515/505(2) request regarding the Department of Development.

No objections to this request has been raised. Accordingly, the request is approved.

Sincerely,

A handwritten signature in black ink that reads "Ben Brancel".

BEN BRANCEL
Assembly Chair

A handwritten signature in black ink that reads "Tim Weeden".

TIM WEEDEN
Senate Chair

BB:TW:kc

cc: Members, Joint Committee on Finance
Roger Grossman
Robert Lang

STATE OF WISCONSIN

SENATE CHAIR
TIM WEEDEN

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JOINT COMMITTEE ON FINANCE

TO: Members of Joint Committee on Finance

FROM: Senator Tim Weeden
Representative Ben Brancel
Co-Chairs, Joint Committee on Finance

DATE: January 16, 1996

RE: 16.515/.505(2) request
Department of Development, Sales of Materials or Services

Attached is a copy of a request from the Department of Administration dated January 16, 1996 pursuant to 16.515/.505(2) pertaining to requests from the Department of Development.

Please review this item and notify Senator Tim Weeden's office not later than Thursday, February 1, 1996 if you have any concerns about the request or would like the committee to meet formally to consider it.

Also, please contact us if you need further information.

TW:BB:dr

1-16-96

CORRESPONDENCE MEMORANDUM


**STATE OF WISCONSIN
Department of Administration**

Date: January 16, 1996

To: The Honorable Tim Weeden, Co-Chair
Joint Committee on Finance

The Honorable Ben Brancel, Co-Chair
Joint Committee on Finance

From: James R. Klauser, Secretary
Department of Administration



Subject: S. 16.515/16.505(2) Requests

Enclosed are requests which have been approved by this department under the authority granted in s. 16.515 and s. 16.505(2). The explanation for each request is included in the attached materials. Listed below is a summary of each item:

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>1995-96</u>		<u>1996-97</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
DOD 20.143(1)(k)	Sales of Materials or Services	\$18,100	1.0*	\$36,200	1.0*

*1.0 Project Position

As provided in s. 16.515, this request will be approved on February 6, 1996, unless we are notified prior to that time that the Joint Committee on Finance wishes to meet in formal session about this request.

Please contact Linda Nelson at 266-3330, or the analyst who reviewed the request in the Division of Executive Budget and Finance, if you have any additional questions.

Attachments

CORRESPONDENCE/MEMORANDUM

STATE OF WISCONSIN
Department of Administration

Date: January 4, 1996
To: James R. Klauser
Secretary
From: Jacqueline Jugenheimer
Division of Executive Budget and Finance
Subject: Section 16.505/16.515 Request from the Department of Development for 1.0 FTE Project Position.

Request

The Department of Development (DOD) is requesting the creation of 1.0 FTE PRO project position and \$56,300 PR-S in s. 20.143 (1) (k) (Sale of Materials or Service) for 12 months. The position would be funded with PR-S provided through a contract with Forward Services of Wisconsin.

Revenue Sources for Appropriation s. 20.143 (1)(k)

All moneys received from the department or other agencies for providing materials and services.

Background

Forward Services of Wisconsin received a \$100,000 grant from the Wisconsin Housing and Economic Development Authority (WHEDA) to provide services associated with the Economic Independence Project, a program designed to assist recipients of public assistance in starting their own businesses. Forward Services plans to use the grant proceeds to fund a project position in DOD (\$56,300) and grants of up to \$15,000 to individuals to support start-ups. The project position would be used to develop an annual work plan, a training program and associated materials; provide business consultation and financial assistance services to clients; connect clients with mentors; and manage and market the program. Screening of potential candidates would take place at Forward's locations in Dane and Rock Counties.

Analysis

The department has entered into a contract with Forward Services to provide business consultation services to individuals who are currently receiving public assistance. The position is temporary in nature and the services provided will furnish opportunities for disadvantaged individuals to become productive members of society.

The department requests the following funding for the position:

<u>Salary</u>	<u>Fringe</u>	<u>Supplies & Services</u>	<u>Computer</u>	<u>Total</u>
\$32,900	\$12,100	\$ 8,000	\$ 3,300	\$56,300

In calculating the fringe benefit budget for the project position, the department used a fringe benefit rate of 36.7 percent instead of the standard 33.9 percent. By reducing the fringe rate to the standard level, the fringe benefits budget can be reduced by \$1,000. The supplies and services budget includes funds for travel (\$3,000) and for training materials, forms and other office supplies (\$5,000). Since the project position will provide training in Dane and Rock Counties, a travel budget of \$2,000 should be sufficient.

Recommendation

Modify the request. Approve the project position for 1 year and reduce the amount of funding from \$56,300 to \$54,300, leaving an additional \$2,000 available for grants. The requested position and funding will help individuals on public assistance to become self-sufficient through fostering entrepreneurial activities.



123 West Washington Avenue
P. O. Box 7970
Madison, Wisconsin 53707
(608)266-1018

NOV - 9 1995

Tommy G. Thompson, Governor
William J. McCoshen, Secretary

MEMORANDUM

DATE: November 6, 1995
TO: James R. Klauser, Secretary
Department of Administration
FROM: William J. McCoshen, Secretary
Department of Development
SUBJECT: 16505/515 REQUEST

A handwritten signature in black ink, appearing to be 'WJ McCoshen', is written over the 'FROM' line of the memorandum.

Request

The Department of Development requests 12 month authorization of 1.0 Administrative Assistant-5 project position to be funded through a contract with Forward Services of Wisconsin. The 1.0 project position will be created in the program revenue service appropriation 121 [20.143 (1) (k)].

Revenue Source

Revenue sources for appropriation 121[20.143 (1) (k)] --- sale of materials or services. Revenue sources for this request come from a contract for services with Forward Services of Wisconsin.

Background

Forward Services of Wisconsin was awarded a contract and grant from the Wisconsin Housing and Economic Development Authority (WHEDA) to provide services associated with the Economic Independence Project, a new venture grant program. The Department of Development's Bureau of Minority Business Development entered into a subcontract agreement with Forward Services of Wisconsin to assist with administration and technical assistance components of the Economic Independence Project.

The Bureau of Minority Business Development needs additional program staff in order to provide the services defined in the attached contract for services with Forward Services.

Project staff will assist the Bureau of Minority Business Development by performing the following activities associated with the Economic Independence Project:

1. Manage day to day operations of the Economic Independence Project
2. Development and implement a marketing plan and materials
3. Perform client assessment
4. Develop a training program for Forward Services Case Managers
5. Provide assistance in the identification of technical and financial resources
6. Approve all payment requests
7. Prepare a quarterly report to the Project Supervisor, Bureau Director, Administrator and Secretary
8. Develop and annual work plan including tasks and objectives, assignment and time lines
9. Serve as liaison with Forward Services and other agencies

Funding Availability

The Department of Development will fund the 1.0 project position with Program Revenue Service funds generated through a contract with Forward Services of Wisconsin. The contract provides for \$56,300 per year to be allocated as follows:

Salary & Fringe	\$45,000
Travel	\$ 3,000
Supplies/Printing	\$ 5,000
Computer	\$ 3,300

CC: Bob Wynn
Ann Bourque
Barry Wanner
Deb Jordahl
Jacky Jugenheimer

Position Description

14. POSITION SUMMARY

This position will manage day - to - day operations of the Economic Independence Project. Develop the materials and training program for Forward Service Corporation JOBS Case Managers and potential project participants. Serve as the single point of contact for the Forward Service Corporation's staff and participants interested in self-employment. Provide business consultation services to include quality project feasibility analysis and evaluations, quality business plans, and packaging of the financial resources. Administer the Venture Development Grants to eligible clients. Identify and coordinate the appropriate business consulting services.

This position will assist in the development of a wide range of business ventures. The business ventures will range from light manufacturing to service industries, from home-based "cottage industries" to highly specialized professional services. The position will screen and approve the consultants hired with Venture Development Grant Funds who will provide one-on-one assistance to the clients. This position will work with clients receiving public assistance. Therefore, besides bringing strong experience and skills in business development, the position will need to have an understanding of and sensitivity to welfare issues and resources.

15. GOALS AND WORKER ACTIVITIES OF THIS POSITION

TIME % GOALS AND WORKER ACTIVITIES

- | | |
|-----|--|
| 15% | <p>A. Development and updating of Economic Independence Project materials.</p> <p>A1. Work with the Forward Service Corporation staff to develop and implement a marketing plan to include marketing materials for the Economic Independence Project.</p> <p>A2. Work with Forward Service Corporation staff to develop a Project Policy and Procedure manual including project forms and formats.</p> <p>A3. Develop a training program for Forward Service Corporation's Case Managers.</p> <p>A4. Develop the curriculum for the Business Development Application Orientation Session for potential project participants.</p> |
| 50% | <p>B. Provision of business consultation Services.</p> <p>B1. Evaluate all feasibility analysis forms submitted by project clients.</p> <p>B2. Provide client assessment on the type and amount of technical assistance resources needed to effectively develop a business venture.</p> <p>B3. Work closely with the clients and assigned consultants in developing the business plan to ensure a high quality and effective finished product.</p> <p>B4. Provide direct consultation in the identification and packaging of the financial resources necessary to effectively capitalize the proposed business venture.</p> |

Name: Vacant
Classification: Administrative Assistant 5 - Project
Page 2

Position No.
Cert No.
PD #023 (Rev. 01/31/95)

-
- 20% C. Identification and coordination of the activities of all technical assistance resources used with each project.
- C1. Consult with clients on the development of a Forward Service Corporation contract for Venture Development Grant Funds.
 - C2. Identify and contract with consultants hired with Venture Development Grant Funds. Approve assigned consultants after discussions with the client.
 - C3. Coordinate the involvement of other technical assistance resources to ensure quality consultation and business planning.
 - C4. Approve all payment requests from consultants based on Forward Service Corporation contracts. Review and evaluate the billing statements, quality of the consultation and nature of the finished product.
- 15% D. Reporting and Liaison activities.
- D1. Provide a quarterly report to the Project Supervisor, Bureau Director, Administrator, and Secretary on the status of the Economic Independence Project.
 - D2. Coordinate the development of an annual work plan, including measurable objectives, tasks, assigned responsibilities and timeliness for the Economic Independence Project.
 - D3. In concert with the Project Supervisor, serve as liaison for the project to Forward Service Corporation and other interested agencies and organizations.
 - D4. Assist the Project Supervisor in coordinating the Economic Independence Project with other bureau programs and activities.

Participants to be Assisted

The project being proposed selects participants on a highly competitive basis. Because there is a significant financial commitment made to participants in the form of a Venture Development Grant to assist with business planning, consulting and securing financing, it is projected that approximately 8-12 individuals will become entrepreneurs as a result of this project. These 8-12 individuals will be selected from a larger pool of potential applicants (approximately 40-50 individuals will complete the Business Development Application Orientation Session component of this project and 30-40 individuals will initiate a Business Development Application). However, the intensive business planning services available through this project will be allocated to only those 8-12 individuals who demonstrate a high potential for developing, implementing, and administering their own business. DOD will supplement the match funding already provided in the DOD/DVR Memorandum of Agreement to serve additional DVR clients on AFDC. (Approximately 8 to 10 DVR clients will complete a Business Development Application Orientation Session with 2-3 additional business start ups).

This project will be available to JOBS and/or FSET participants in 2 counties including Dane and Rock. FSC either administers JOBS and/or operates components of the JOBS/FSET Program(s) in each of these counties. This direct linkage to the JOBS and FSET Programs will allow appropriate recipients of public assistance to be quickly identified and referred for service in the Economic Independence Project along with allowing for a continuous coordination of JOBS/FSET services to these individuals while they are in the process of pursuing self employment.

It is within the Mission of both FSC and DOD's Bureau of Minority Business Development to provide services to women, minorities and individuals with disabilities. Between 70% - 85% percent of the participants served through FSC JOBS Programs are women. Additional recruitment efforts will be made to encourage women, minorities and individuals with disabilities to participate in Economic Development Project. Extra consideration will be given to individuals from these groups as a subsection of the pool of eligible public assistance recipients for this project. DOD currently has a Memorandum of Agreement with the Division of Vocational Rehabilitation to provide business development services to individuals with severe disabilities. DOD provides state matching dollars to leverage Title IB money to fund this program. Any applicant to the Economic Independence Project who has a severe disability will automatically be referred through the existing DOD/DVR self-employment program with supplemental funding provided by DOD and DVR.

The following information outlines the process which will be followed to assess interested applicants appropriateness for intensive services through this project. Staff training is included in this section because general JOBS staff will be involved in marketing, recruitment, and coordination efforts for this project.

3.4 PARTICIPANTS TO BE ASSISTED

- I. **Staff Training:** All FSC JOBS and FSET staff along with appropriate staff from other JOBS administrative agencies/program operators in the project's geographic region will receive a one day training on the project. The training curriculum will be developed by DOD and will be conducted by a DOD Business Development Consultant. The training will be designed to assist JOBS/FSET staff in providing project information to interested participants. Training will include:
 - A. A comprehensive review of the project including recruitment, assessment, Business Development Application and Venture Development Grant application procedures, a description of the two Models used in the project, a description of the relationship with the private sector and the mentorship model, a review of the forms of technical assistance and resources available through the project. Training will also review the curriculum of the Business Development Application Orientation Session. This will prepare JOBS staff to make appropriate referrals to the project.
 - B. Training will include an analysis of how this project will be coordinated with JOBS/FSET programs including the use of classroom training, on site training, short term job skills training, support services and other appropriate program linkages.
 - C. Training will also be done with JOBS/FSET staff on the various implications self employment may have on actual public assistance benefits. It is the intent of the project to work with county Departments of Human or Social Services (Economic Support Units) to determine the ways in which recipients' benefits will be affected by starting a business.
 - D. Training will also be done with FSC staff on appropriate processes for identifying DVR eligible AFDC recipients who are not mandatory for JOES participation. The identification process will include direct coordination with county Economic Support staff and district DVR offices.
 - E. **Case Managers' Handbook:** Each JOBS Case Manager will receive a Project Handbook with information on the project description, policies and procedures, referral information, program resources, staff job descriptions and the agreement between FSC and DOD.
 - F. Each JOBS/FSET office will be supplied with Business Development Applications (See Attachment 6) for distribution to interested participants.

3.4 PARTICIPANTS TO BE ASSISTED

- II. General Recruitment into Model A of the Economic Independence Project: Provided to all JOBS Program enrollees. This is the typical process that an Economic Independence Project Participant will go through in Model A of the project. The purpose of this process is to assist participants in self selecting into the Economic Independence Project.
- A. Step 1- Orientation: Information on this project will be included in the general Orientation session that all JOBS participants will go through as a step to enrollment into the JOBS program. During Orientation to JOBS, AFDC recipients receive information on all the various components and services available through the JOBS Program. The Economic Independence Project will be integrated into this orientation. A brief explanation of the project will be given and JOBS participants will receive a brochure describing the project. Interested participants will be encouraged to talk with their JOBS Program Case Manager about possible application to the project.
- B. Step 2 - Assessment and Employability Plan Development: In this meeting between a JOBS participant and their case manager a thorough assessment is done reviewing basic tests administered during orientation. An in-depth interview with the participant is also completed. It is during this meeting that a JOBS participant will have the opportunity to express interest in the Economic Independence Project. Case Managers will provide a more detailed overview of the project and its requirements at this time to interested participants. Those JOBS/FSET participants demonstrating a strong interest in self employment will have Employability Plans developed with their Case Managers identifying self employment as a primary goal with the appropriate steps indicated for participation in the self employment project. This will be the first step to referral and application into the Economic Independence Project.
- C. Step 3 - Referral to a Business Development Application Orientation Session: Case Managers will refer interested participants to the FSC Economic Independence Project for enrollment into a Business Development Application Orientation Session which will provide 6 hours of instruction. (see Sec. 3.7 (c) for a complete description of the ET course) Instruction for this session will be coordinated between FSC and DOD. The primary goal of this session is to provide training to prepare participants for completing the Business Development Application. This training will further help participants determine their level of continued interest in submitting a Business Development Application and level of commitment and resources in pursuing self employment.

3.4 PARTICIPANTS TO BE ASSISTED

D. Step 4 - Completing the Business Development Application: This is the final and most effective self selection tool used for participants interested in self employment. (See Attachment 6 for a copy of the Application.) This application tool was developed from the original form currently being used by Division of Vocational Rehabilitation clients who are applying for business development assistance through DOD. The application will be used for determining those participants who have a high potential for developing, implementing and administering their own business. The application reviews the following types of information:

1. Description of the product or service;
2. Description of the market for the product or service;
3. Estimate of sales potential;
4. Description of competitive advantage;
5. Experience in marketing, operations, finance and overall management;
6. Capital requirements;
7. Anticipated need for professional assistance.

All Business Development Applications will then be evaluated by two DOD Business Development Consultants based on likelihood of success in developing the business and achieving self-sufficiency. This is the final step before an individual becomes accepted into the business development component of this project which includes one-to-one work with the DOD Business Development Consultant and is the final step prior to securing financing. (NOTE: The actual service plan for the business development section of this project is discussed in Sec. 3.6.) After being accepted participants will proceed with application for Venture Development Grant dollars directly available through this project. In certain instances participants will need specific additional training to complete the application. In these cases the appropriate services will be coordinated for through FSC JOBS. As participants gain additional needed skills they will be allowed to continue with the Business Development Application process.

3.4 PARTICIPANTS TO BE ASSISTED

- III. Specialized Recruitment into Model B of the Project: This process will be used as a way for FSC to *agency select* individuals to participate in this project. This model of selection will be appropriate for those individuals who may have an interest in self employment but have no strong business ideas to pursue. It also will be used to recruit individuals whose assessment results may demonstrate that they have the general profile of an entrepreneur but haven't yet considered self employment as a viable employment option. This Model of recruitment and selection is directly linked to project work being done in the private sector.
- A. Step 1- Orientation: Same as II. A. Step 1. General Orientation to the JOBS Program will include self employment as a service component option through the program.
- B. Step 2 - Site Development in the Private Sector. This is an ongoing element leading to the success of this Model. It is through site development for on-site training that critical opportunities for successful skills training and market development will be created.
1. The FSC JOBS staff with assistance from the DOD Business Development Consultant will do the preliminary work in site development. Sites will be identified based on two key elements:
 - a. Their ability to provide specific skills training needed by a project participant and;
 - b. Their likelihood as a business to outsource (subcontract) subsequent work to the individual to whom they provided training once the individual starts their own business. (NOTE: Letters of support for this concept from private sector businesses are included as Attachment 7)
 2. The FSC JOBS staff with assistance from the DOD Business Development Consultant will do technical follow-up work with the site. This will include:
 - a. The development of a training plan based on a functional assessment of tasks and services within the business and;
 - b. The development of agreements with businesses to outsource work to individuals who gain self employment through this project.

3.4 PARTICIPANTS TO BE ASSISTED

- C. **Step 3 - Site Matching:** Once a site has been identified for providing job skills training and for subsequent outsourcing of work to their respective trainee, FSC JOBS staff will identify prospective JOBS participants who would be appropriate for placement at the site. The FSC Employer Relations staff will inform local JOBS staff as to what on-site training opportunities are available on an ongoing basis and what type of participant profile would be suitable for each respective training site. JOBS Case Managers will match the profile with participants of their own case loads and will refer appropriately matched participants to the Economic Independence Project for potential placement at a training site.
- D. **Step 4 - Assessment and Employability Plan Development:** Unlike this step for Model A, in Model B the JOBS Program will suggest self employment as a potential employability goal to appropriate participants. The program will essentially *agency select* a participant into the Economic Independence Project. FSC Case Managers will provide appropriate participants with information about the potential self-employment opportunity and will encourage the participant to attend the Business Development Application Orientation Session and give consideration to the on-site training. Appropriate participants will include those individuals who have:
1. demonstrated an interest in a particular field of work which may be available through the on-site training program;
 2. demonstrated qualities which are similar to the profile of an entrepreneur;
 3. completed short or long-term classroom training in a specific skill area which has prepared them for on-site training;
 4. demonstrated financial family, and community support for their development as an entrepreneur.
- E. **Step 5 - Referral to a Business Development Application Orientation Session:** Same as in Model A. However, participants in Model B may go through this training simultaneously with on-site training at a private sector site.
- F. **Step 6 - Completing the Business Development Application:** Similar to Model A, however participants will complete the EDA Business Development Application Form with assistance from FSC and DOD while they are participating in a Business Development Application Orientation Session and on-site training.

As in Model A, this is the final step prior to intensive work with the DOD Business Development Consultant and application for Venture Development Grant funds as the final phase before securing financing (see Sec. 3.7(c) and (e) for a complete description of this service.)

CONTRACT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is entered into between FORWARD SERVICE CORPORATION ("FSC"), located at 214 North Henry Street, Suite 201, Madison, Wisconsin 53703 and the STATE OF WISCONSIN DEPARTMENT OF DEVELOPMENT ("DOD"), located at 123 West Washington Avenue, P.O. Box 7970, Madison, Wisconsin, 53704.

WHEREAS, FSC is a private, non-profit Wisconsin corporation which was established in 1979 to administer federal and state funded programs that provide job training, educational services, support services and placement services to unemployed and economically-disadvantaged youths and adults; and

WHEREAS, DOD is an agency of the State of Wisconsin which provides consultation, technical assistance and other services for industrial, commercial and recreational expansion, promotes the development of new businesses within the state and the retention of existing firms, especially small and minority-owned enterprises, and encourages job creation, particularly in economically depressed areas; and

WHEREAS, FSC has entered into a contract with the Wisconsin Housing and Economic Development Authority to provide counseling and technical assistance support for recipients of public assistance to become entrepreneurs and trade contractors; and

WHEREAS, FSC desires to subcontract with DOD to implement the aforementioned contract with the Wisconsin Housing and Economic Development Authority pursuant to the Economic Independence Project for individuals in Dane and Rock Counties; and

WHEREAS, FSC and DOD desire to enter into a subcontract which will govern the terms and conditions under which DOD will provide its counseling and technical assistance services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 1995, and shall be in effect until April 1, 1997.
2. Scope of Services. DOD agrees to perform counseling and technical assistance services in accordance with the terms and conditions of this Agreement and in accordance with the Exhibits attached hereto, specifically Exhibit A, Request for Proposal for Counseling and Technical Assistance Support for Recipients of Public Assistance to Become Entrepreneurs and Trade Contractors, and Exhibit B, Forward Service Corporation - Economic Independence Project. Those Exhibits are hereby made a part of this Agreement and are incorporated herein by reference.

3. Payment for Services. The Wisconsin Housing and Economic Development Authority will pay FSC for counseling and technical assistance services provided by DOD. Upon receipt, review, verification and approval of expenditures incurred by DOD on a monthly basis by a DOD Project Staff Position, FSC shall reimburse DOD up to a maximum of \$56,300 for any and all expenses incurred pursuant to the completion of this Agreement.
4. Selection of Means and Methods of Service. Subject to and consistent with the terms of this Agreement, DOD shall control the means and methods of performing its obligations under this Agreement. DOD may designate any of its employees or agents to assist in providing services under this Agreement. In the event that it is necessary for DOD to have access to FSC's staff, offices or other resources in order to effectively perform its obligations, such access shall be coordinated with Mr. Herbert King.
5. Applicable Federal, State and Local Laws. DOD agrees to pay all wages, federal and state taxes, occupational license taxes, benefits (including unemployment, disability, social security, and old age) and other payments which an employer is required by law to pay on behalf of its own employees. DOD will comply with all applicable federal, state, or local laws in the performance of DOD's responsibilities and the subject matter of its services and any applicable wage and/or tax laws.
6. Responsibility for Employees and Agents. DOD acknowledges and agrees that it retains sole responsibility for the actions and conduct of its employees and/or agents, and further acknowledges and agrees that FSC does not bear any responsibility for the actions or conduct of DOD employees and/or agents by virtue of this Agreement.
7. Relationship of Parties. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or employer/employee relationship between FSC and DOD. It is expressly understood that DOD shall act as and be deemed to be an independent contractor. Neither party shall have any right to obligate or bind the other in any manner whatsoever and nothing contained herein shall give, or is intended to give, any rights of any kind to any third person.
8. Confidentiality. DOD agrees and recognizes that any and all trade secrets and other confidential information of which DOD may become aware while performing services under this Agreement are confidential, and specifically agrees, to the extent that DOD is permitted to do so in

accordance with the Wisconsin Open Records Law, not to use any such information for its own purpose, not to disclose any such information to any third party without the prior written consent of FSC, and to return to FSC, upon completion of the services required under this Agreement or earlier upon FSC's written request, any confidential documents provided by FSC to DOD to perform such services.

9. Ownership of Services Rendered. All services rendered by DOD under this Agreement, including all products of such services, whether completed or not, and proceeds of such services, whether or not developed jointly by DOD and its employees or agents or DOD and its employees or agents, shall be the sole property of FSC.
10. Copyright and/or Patent Laws. DOD specifically assigns to FSC all rights which DOD may have under the United States Copyright Laws or the United States Patent Laws as a result of any services performed by DOD for FSC under this Agreement.
11. Performance. This Agreement is conditioned on FSC's good faith judgment that DOD continues to render satisfactory performance of the services as described in paragraph 2 herein and in the Exhibits hereto in a professional manner and in accordance with this Agreement.
12. Right to Terminate. Upon FSC's good faith judgment that DOD has failed to comply with any term or condition of this Agreement, FSC may provide written notice to DOD requiring DOD to cure such default. If such default is not cured within six days after receipt of notice, FSC shall be entitled, in addition to any other rights FSC may have under this Agreement or otherwise by law, to immediately terminate this Agreement by providing further written notice to DOD. FSC's right to terminate hereunder shall not be affected in any way by FSC's waiver or failure to act with respect to any previous default.
13. Lawsuits. In the event either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered pursuant to such action.
14. Amendments. This Agreement constitutes the entire agreement between the parties and may not be amended except by writing signed by each of the parties.
15. Validity and Enforceability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of

competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

16. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.
17. Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings and captions contained in this Agreement are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the contracts may require.
18. Open Records. FSC acknowledges that DOD is subject to the Open Records Law of the State of Wisconsin and that the confidential performance of the services may be governed by said law and agrees to be bound by such requirements while receiving services under this Agreement.
19. Code of Ethics and Travel Policy. DOD shall adhere to the Code of Ethics for paid consultants of the Wisconsin Housing and Economic Development Authority and the travel policy of the Wisconsin Housing and Economic Development Authority. The Code of Ethics and travel policy are made a part hereof and are incorporated herein by reference. DOD is prohibited from using any funds received under this Agreement for lobbying activities.

FSC and DOD Acknowledge that they have Read this Agreement, Understand it, and Agree to be Bound by its Terms. FSC and DOD Further Agree that this Agreement is the Complete and Exclusive Statement of the Agreement Between the Parties, and that it Supersedes All Oral or Written Proposals and All Other Communications Between the Parties Relating to the Subject Matter of this Agreement.

FORWARD SERVICE CORPORATION

By: 

Date: 8/15/95

DEPARTMENT OF DEVELOPMENT

By: 

Date: 8/14/95

Attachments:

Exhibit A (Request for Proposal for Counseling and Technical Assistance Support for Recipients of Public Assistance to Become Entrepreneurs and Trade Contractors).

Exhibit B (Forward Service Corporation - Economic Independence Project).

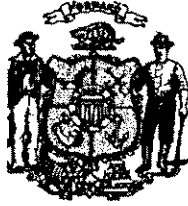
Code of Ethics

Travel Policy

STATE OF WISCONSIN

SENATE CHAIR
TIM WEEDEN

119 Martin Luther King Blvd.
P.O. Box 7882
Madison, WI 53707-7882
Phone: 266-2253



ASSEMBLY CHAIR
BEN BRANCEL

119 Martin Luther King Blvd.
P.O. Box 8952
Madison, WI 53708-8952
Phone: 266-7746

JOINT COMMITTEE ON FINANCE

February 2, 1996

Secretary Charles Thompson
Department of Transportation
4802 Sheboygan Avenue
Madison, WI 53705

Dear Secretary Thompson:

This is to inform you that the members of the Joint Committee on Finance have reviewed the Department's amended revenue certification request under section 9155(3g) of 1995 Act 113 and the corresponding appropriation modifications.

No objections have been raised to the amended request. Accordingly, the appropriation modifications are approved, including the amounts to be placed in unallotted reserve, which are subject to release upon notification that additional revenues have been received.

Sincerely,

Handwritten signature of Tim Weeden in cursive.

TIM WEEDEN
Senate Chair

Handwritten signature of Ben Brancel in cursive.

BEN BRANCEL
Assembly Chair

TW/BB/kc

cc: Members, Joint Committee on Finance
Bob Lang

STATE OF WISCONSIN

SENATE CHAIR
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Madison, WI 53708-8952
Phone: 266-7746

JOINT COMMITTEE ON FINANCE

January 29, 1996

TO: Members
Joint Committee on Finance

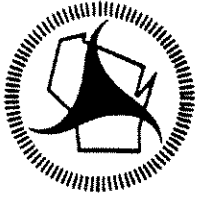
FROM: Senator Tim Weeden, Senate Chair
Representative Ben Brancel, Assembly Chair

SUBJECT: Amended Request from the Department of Transportation

Our offices have received an amended request from the Department of Transportation under SECTION 9155(3g) of Act 113, related to the certification of estimated transportation fund revenues and a corresponding increase in the state trunk highway rehabilitation appropriation. A copy of the amended request is attached for your review.

No objections were raised to the Department's original request. Please review the amended request and notify our offices by Thursday, February 1, if you have any concerns regarding it.

TW/BB/dr
Attachment



Wisconsin Department of Transportation

Tommy G. Thompson
Governor

Charles H. Thompson
Secretary

OFFICE OF THE SECRETARY
P. O. Box 7910
Madison, WI 53707-7910

January 22, 1996

The Honorable Timothy Weeden
Wisconsin State Senate
Room 37 South, State Capitol
P.O. Box 7882
Madison, Wisconsin 53707-7882

The Honorable Ben Brancel
Wisconsin State Assembly
119 Martin Luther King Jr Blvd., Rm LL2
P.O. Box 8952
Madison, Wisconsin 53708

Dear Senator Weeden and Representative Brancel:

Amended Request for JFC Action

On January 1, 1996, the Department of Transportation submitted a request under Section 9155(3g) of Act 113 that the State Highway Rehabilitation appropriation be increased by \$12,925,700 in fiscal year 1995-96 and by \$1,927,800 in fiscal year 1996-97 to reflect net increased revenues.

The Department is now amending this request to instead ask that the State Highway Rehabilitation appropriation be increased by \$15,933,200 in fiscal year 1995-96 and by \$1,927,800 in fiscal year 1996-97. The Department also requests that \$4,404,200 of the amount for fiscal year 1995-96 be placed in unallotted reserve until the Department is able to show the Joint Committee on Finance that the revenues associated with this amount have been deposited in the transportation fund.

Reason for Amending the Request

The Department's amended request reflects two adjustments to the amount for fiscal year 1995-96:

1. An increase of \$3,011,700 to reflect net interest on railroad ad valorem taxes from previous years (total interest of \$3,630,800 less \$619,100 in interest that is associated with terminal property). While the review of the disposition of this interest between the general fund and transportation fund has not been completed, including this amount in the amended request will allow its expenditure on highway rehabilitation projects if it is finally determined that these revenues should be deposited in the transportation fund.
2. A decrease of \$4,200 to correctly reflect the amounts included under the initial request.

Senator Weeden and
Representative Brancel
January 22, 1996
Page 2

The Department is requesting that \$4,404,200 be placed in unallotted reserve in fiscal year 1995-96 to reflect the less certain status of these additional revenues. Placing these amounts in unallotted reserve will allow the Department to spend them if they are realized, but will preclude additional spending if the revenues are not received.

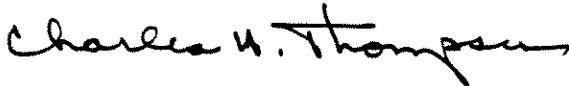
The amount requested to be placed in unallotted reserve consists of the following two components:

1. The \$3,011,700 associated with interest on railroad ad valorem taxes from previous years.
2. A total of \$1,392,500 in railroad ad valorem taxes from previous years that have not yet been paid by railroad companies.

If this amended request is approved, the Department will notify the Joint Committee on Finance if any of these revenues have been received, so that an amount equal to the receipts can be released from unallotted reserve.

Please contact me or Jim McDonnell, Office of Policy and Budget, (608) 266-7575, if we can be of any further assistance.

Sincerely,



Charles H. Thompson
Secretary

CHT:jb
Attach.

cc: Members, Joint Committee on Finance
Governor's Office
Legislative Fiscal Bureau
State Budget Office, Department of Administration

w:\budget\amdjfc.wp

1-26-96



Wisconsin Department of Transportation

Tommy G. Thompson
Governor

Charles H. Thompson
Secretary

OFFICE OF THE SECRETARY
P. O. Box 7910
Madison, WI 53707-7910

January 22, 1996

The Honorable Timothy Weeden
Wisconsin State Senate
Room 37 South, State Capitol
P.O. Box 7882
Madison, Wisconsin 53707-7882

The Honorable Ben Brancel
Wisconsin State Assembly
119 Martin Luther King Jr Blvd., Rm LL2
P.O. Box 8952
Madison, Wisconsin 53708

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Senator Weeden and
Representative Brancel
January 22, 1996
Page 2

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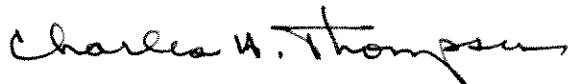
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2. A total of \$1,392,500 in railroad ad valorem taxes from previous years that have not yet been paid by railroad companies.

If this amended request is approved, the Department will notify the Joint Committee on Finance if any of these revenues have been received, so that an amount equal to the receipts can be released from unallotted reserve.

Please contact me or Jim McDonnell, Office of Policy and Budget, (608) 266-7575, if we can be of any further assistance.

Sincerely,



Charles H. Thompson
Secretary

CHT:jb
Attach.

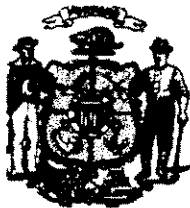
cc: Members, Joint Committee on Finance
Governor's Office
Legislative Fiscal Bureau
State Budget Office, Department of Administration

w:\budget\amdjfc.wp

STATE OF WISCONSIN

**SENATE CHAIR
TIM WEEDEN**

Room 119 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882
Phone: 266-2253



**ASSEMBLY CHAIR
BEN BRANCEL**

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Phone: 266-7746

JOINT COMMITTEE ON FINANCE

TO: Members of Joint Committee on Finance

FROM: Senator Tim Weeden
Representative Ben Brancel
Co-Chairs, Joint Committee on Finance

DATE: January 16, 1996

RE: 16.515/.505(2) request
Department of Development, Sales of Materials or Services

Attached is a copy of a request from the Department of Administration dated January 16, 1996 pursuant to 16.515/.505(2) pertaining to requests from the Department of Development.

Please review this item and notify Senator Tim Weeden's office not later than **Thursday, February 1, 1996** if you have any concerns about the request or would like the committee to meet formally to consider it.

Also, please contact us if you need further information.

TW:BB:dr

1-16-96

CORRESPONDENCE\MEMORANDUM

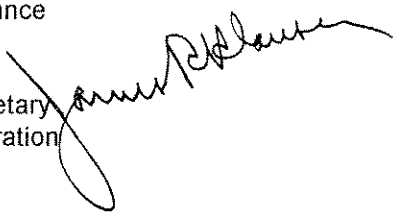
**STATE OF WISCONSIN
Department of Administration**

Date: January 16, 1996

To: The Honorable Tim Weeden, Co-Chair
Joint Committee on Finance

The Honorable Ben Brancel, Co-Chair
Joint Committee on Finance

From: James R. Klauser, Secretary
Department of Administration



Subject: S. 16.515/16.505(2) Requests

Enclosed are requests which have been approved by this department under the authority granted in s. 16.515 and s. 16.505(2). The explanation for each request is included in the attached materials. Listed below is a summary of each item:

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>1995-96</u>		<u>1996-97</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
DOD 20.143(1)(k)	Sales of Materials or Services	\$18,100	1.0*	\$36,200	1.0*

*1.0 Project Position

As provided in s. 16.515, this request will be approved on February 6, 1996, unless we are notified prior to that time that the Joint Committee on Finance wishes to meet in formal session about this request.

Please contact Linda Nelson at 266-3330, or the analyst who reviewed the request in the Division of Executive Budget and Finance, if you have any additional questions.

Attachments

CORRESPONDENCE/MEMORANDUM

STATE OF WISCONSIN
Department of Administration

Date: January 4, 1996
To: James R. Klauser
Secretary
From: Jacqueline Jugenheimer
Division of Executive Budget and Finance
Subject: Section 16.505/16.515 Request from the Department of Development for 1.0 FTE Project Position.

Request

The Department of Development (DOD) is requesting the creation of 1.0 FTE PRO project position and \$56,300 PR-S in s. 20.143 (1) (k) (Sale of Materials or Service) for 12 months. The position would be funded with PR-S provided through a contract with Forward Services of Wisconsin.

Revenue Sources for Appropriation s. 20.143 (1)(k)

All moneys received from the department or other agencies for providing materials and services.

Background

Forward Services of Wisconsin received a \$100,000 grant from the Wisconsin Housing and Economic Development Authority (WHEDA) to provide services associated with the Economic Independence Project, a program designed to assist recipients of public assistance in starting their own businesses. Forward Services plans to use the grant proceeds to fund a project position in DOD (\$56,300) and grants of up to \$15,000 to individuals to support start-ups. The project position would be used to develop an annual work plan, a training program and associated materials; provide business consultation and financial assistance services to clients; connect clients with mentors; and manage and market the program. Screening of potential candidates would take place at Forward's locations in Dane and Rock Counties.

Analysis

The department has entered into a contract with Forward Services to provide business consultation services to individuals who are currently receiving public assistance. The position is temporary in nature and the services provided will furnish opportunities for disadvantaged individuals to become productive members of society.

The department requests the following funding for the position:

<u>Salary</u>	<u>Fringe</u>	<u>Supplies & Services</u>	<u>Computer</u>	<u>Total</u>
\$32,900	\$12,100	\$ 8,000	\$ 3,300	\$56,300

In calculating the fringe benefit budget for the project position, the department used a fringe benefit rate of 36.7 percent instead of the standard 33.9 percent. By reducing the fringe rate to the standard level, the fringe benefits budget can be reduced by \$1,000. The supplies and services budget includes funds for travel (\$3,000) and for training materials, forms and other office supplies (\$5,000). Since the project position will provide training in Dane and Rock Counties, a travel budget of \$2,000 should be sufficient.

Recommendation

Modify the request. Approve the project position for 1 year and reduce the amount of funding from \$56,300 to \$54,300, leaving an additional \$2,000 available for grants. The requested position and funding will help individuals on public assistance to become self-sufficient through fostering entrepreneurial activities.



123 West Washington Avenue
P. O. Box 7970
Madison, Wisconsin 53707
(608)266-1018

NOV - 9 1995

Tommy G. Thompson, Governor
William J. McCoshen, Secretary

MEMORANDUM

DATE: November 6, 1995
TO: James R. Klauser, Secretary
Department of Administration
FROM: William J. McCoshen, Secretary
Department of Development
SUBJECT: 16505/515 REQUEST

A handwritten signature in black ink, appearing to be 'WJ McCoshen', is written over the 'FROM' line of the memorandum.

Request

The Department of Development requests 12 month authorization of 1.0 Administrative Assistant-5 project position to be funded through a contract with Forward Services of Wisconsin. The 1.0 project position will be created in the program revenue service appropriation 121 [20.143 (1) (k)].

Revenue Source

Revenue sources for appropriation 121[20.143 (1) (k)] --- sale of materials or services. Revenue sources for this request come from a contract for services with Forward Services of Wisconsin.

Background

Forward Services of Wisconsin was awarded a contract and grant from the Wisconsin Housing and Economic Development Authority (WHEDA) to provide services associated with the Economic Independence Project, a new venture grant program. The Department of Development's Bureau of Minority Business Development entered into a subcontract agreement with Forward Services of Wisconsin to assist with administration and technical assistance components of the Economic Independence Project.

The Bureau of Minority Business Development needs additional program staff in order to provide the services defined in the attached contract for services with Forward Services.

Project staff will assist the Bureau of Minority Business Development by performing the following activities associated with the Economic Independence Project:

1. Manage day to day operations of the Economic Independence Project
2. Development and implement a marketing plan and materials
3. Perform client assessment
4. Develop a training program for Forward Services Case Managers
5. Provide assistance in the identification of technical and financial resources
6. Approve all payment requests
7. Prepare a quarterly report to the Project Supervisor, Bureau Director, Administrator and Secretary
8. Develop and annual work plan including tasks and objectives, assignment and time lines
9. Serve as liaison with Forward Services and other agencies

Funding Availability

The Department of Development will fund the 1.0 project position with Program Revenue Service funds generated through a contract with Forward Services of Wisconsin. The contract provides for \$56,300 per year to be allocated as follows:

Salary & Fringe	\$45,000
Travel	\$ 3,000
Supplies/Printing	\$ 5,000
Computer	\$ 3,300

CC: Bob Wynn
Ann Bourque
Barry Wanner
Deb Jordahl
Jacky Jugenheimer

Position Description

14. POSITION SUMMARY

This position will manage day - to - day operations of the Economic Independence Project. Develop the materials and training program for Forward Service Corporation JOBS Case Managers and potential project participants. Serve as the single point of contact for the Forward Service Corporation's staff and participants interested in self-employment. Provide business consultation services to include quality project feasibility analysis and evaluations, quality business plans, and packaging of the financial resources. Administer the Venture Development Grants to eligible clients. Identify and coordinate the appropriate business consulting services.

This position will assist in the development of a wide range of business ventures. The business ventures will range from light manufacturing to service industries, from home-based "cottage industries" to highly specialized professional services. The position will screen and approve the consultants hired with Venture Development Grant Funds who will provide one-on-one assistance to the clients. This position will work with clients receiving public assistance. Therefore, besides bringing strong experience and skills in business development, the position will need to have an understanding of and sensitivity to welfare issues and resources.

15. GOALS AND WORKER ACTIVITIES OF THIS POSITION

TIME % GOALS AND WORKER ACTIVITIES

- | | |
|-----|--|
| 15% | <p>A. Development and updating of Economic Independence Project materials.</p> <p>A1. Work with the Forward Service Corporation staff to develop and implement a marketing plan to include marketing materials for the Economic Independence Project.</p> <p>A2. Work with Forward Service Corporation staff to develop a Project Policy and Procedure manual including project forms and formats.</p> <p>A3. Develop a training program for Forward Service Corporation's Case Managers.</p> <p>A4. Develop the curriculum for the Business Development Application Orientation Session for potential project participants.</p> |
| 50% | <p>B. Provision of business consultation Services.</p> <p>B1. Evaluate all feasibility analysis forms submitted by project clients.</p> <p>B2. Provide client assessment on the type and amount of technical assistance resources needed to effectively develop a business venture.</p> <p>B3. Work closely with the clients and assigned consultants in developing the business plan to ensure a high quality and effective finished product.</p> <p>B4. Provide direct consultation in the identification and packaging of the financial resources necessary to effectively capitalize the proposed business venture.</p> |

Name: Vacant
Classification: Administrative Assistant 5 - Project
Page 2

Position No.
Cert No.
PD #023 (Rev. 01/31/95)

- 20% C. Identification and coordination of the activities of all technical assistance resources used with each project.
- C1. Consult with clients on the development of a Forward Service Corporation contract for Venture Development Grant Funds.
 - C2. Identify and contract with consultants hired with Venture Development Grant Funds. Approve assigned consultants after discussions with the client.
 - C3. Coordinate the involvement of other technical assistance resources to ensure quality consultation and business planning.
 - C4. Approve all payment requests from consultants based on Forward Service Corporation contracts. Review and evaluate the billing statements, quality of the consultation and nature of the finished product.
- 15% D. Reporting and Liaison activities.
- D1. Provide a quarterly report to the Project Supervisor, Bureau Director, Administrator, and Secretary on the status of the Economic Independence Project.
 - D2. Coordinate the development of an annual work plan, including measurable objectives, tasks, assigned responsibilities and timeliness for the Economic Independence Project.
 - D3. In concert with the Project Supervisor, serve as Liaison for the project to Forward Service Corporation and other interested agencies and organizations.
 - D4. Assist the Project Supervisor in coordinating the Economic Independence Project with other bureau programs and activities.

Participants to be Assisted

The project being proposed selects participants on a highly competitive basis. Because there is a significant financial commitment made to participants in the form of a Venture Development Grant to assist with business planning, consulting and securing financing, it is projected that approximately 8-12 individuals will become entrepreneurs as a result of this project. These 8-12 individuals will be selected from a larger pool of potential applicants (approximately 40-50 individuals will complete the Business Development Application Orientation Session component of this project and 30-40 individuals will initiate a Business Development Application). However, the intensive business planning services available through this project will be allocated to only those 8-12 individuals who demonstrate a high potential for developing, implementing, and administering their own business. DOD will supplement the match funding already provided in the DOD/DVR Memorandum of Agreement to serve additional DVR clients on AFDC. (Approximately 8 to 10 DVR clients will complete a Business Development Application Orientation Session with 2-3 additional business start ups).

This project will be available to JOBS and/or FSET participants in 2 counties including Dane and Rock. FSC either administers JOBS and/or operates components of the JOBS/FSET Program(s) in each of these counties. This direct linkage to the JOBS and FSET Programs will allow appropriate recipients of public assistance to be quickly identified and referred for service in the Economic Independence Project along with allowing for a continuous coordination of JOBS/FSET services to these individuals while they are in the process of pursuing self employment.

It is within the Mission of both FSC and DOD's Bureau of Minority Business Development to provide services to women, minorities and individuals with disabilities. Between 70% - 85% percent of the participants served through FSC JOBS Programs are women. Additional recruitment efforts will be made to encourage women, minorities and individuals with disabilities to participate in Economic Development Project. Extra consideration will be given to individuals from these groups as a subsection of the pool of eligible public assistance recipients for this project. DOD currently has a Memorandum of Agreement with the Division of Vocational Rehabilitation to provide business development services to individuals with severe disabilities. DOD provides state matching dollars to leverage Title IB money to fund this program. Any applicant to the Economic Independence Project who has a severe disability will automatically be referred through the existing DOD/DVR self-employment program with supplemental funding provided by DOD and DVR.

The following information outlines the process which will be followed to assess interested applicants appropriateness for intensive services through this project. Staff training is included in this section because general JOBS staff will be involved in marketing, recruitment, and coordination efforts for this project.

3.4 PARTICIPANTS TO BE ASSISTED

- I. Staff Training: All FSC JOBS and FSET staff along with appropriate staff from other JOBS administrative agencies/program operators in the project's geographic region will receive a one day training on the project. The training curriculum will be developed by DOD and will be conducted by a DOD Business Development Consultant. The training will be designed to assist JOBS/FSET staff in providing project information to interested participants. Training will include:
 - A. A comprehensive review of the project including recruitment, assessment, Business Development Application and Venture Development Grant application procedures, a description of the two Models used in the project, a description of the relationship with the private sector and the mentorship model, a review of the forms of technical assistance and resources available through the project. Training will also review the curriculum of the Business Development Application Orientation Session. This will prepare JOBS staff to make appropriate referrals to the project.
 - B. Training will include an analysis of how this project will be coordinated with JOBS/FSET programs including the use of classroom training, on site training, short term job skills training, support services and other appropriate program linkages.
 - C. Training will also be done with JOBS/FSET staff on the various implications self employment may have on actual public assistance benefits. It is the intent of the project to work with county Departments of Human or Social Services (Economic Support Units) to determine the ways in which recipients' benefits will be affected by starting a business.
 - D. Training will also be done with FSC staff on appropriate processes for identifying DVR eligible AFDC recipients who are not mandatory for JOBS participation. The identification process will include direct coordination with county Economic Support staff and district DVR offices.
 - E. Case Managers' Handbook: Each JOBS Case Manager will receive a Project Handbook with information on the project description, policies and procedures, referral information, program resources, staff job descriptions and the agreement between FSC and DOD.
 - F. Each JOBS/FSET office will be supplied with Business Development Applications (See Attachment 6) for distribution to interested participants.

3.4 PARTICIPANTS TO BE ASSISTED

- II. General Recruitment into Model A of the Economic Independence Project: Provided to all JOBS Program enrollees. This is the typical process that an Economic Independence Project Participant will go through in Model A of the project. The purpose of this process is to assist participants in self selecting into the Economic Independence Project.
- A. Step 1- Orientation: Information on this project will be included in the general Orientation session that all JOBS participants will go through as a step to enrollment into the JOBS program. During Orientation to JOBS, AFDC recipients receive information on all the various components and services available through the JOBS Program. The Economic Independence Project will be integrated into this orientation. A brief explanation of the project will be given and JOBS participants will receive a brochure describing the project. Interested participants will be encouraged to talk with their JOBS Program Case Manager about possible application to the project.
- B. Step 2 - Assessment and Employability Plan Development: In this meeting between a JOBS participant and their case manager a thorough assessment is done reviewing basic tests administered during orientation. An in-depth interview with the participant is also completed. It is during this meeting that a JOBS participant will have the opportunity to express interest in the Economic Independence Project. Case Managers will provide a more detailed overview of the project and its requirements at this time to interested participants. Those JOBS/FSET participants demonstrating a strong interest in self employment will have Employability Plans developed with their Case Managers identifying self employment as a primary goal with the appropriate steps indicated for participation in the self employment project. This will be the first step to referral and application into the Economic Independence Project.
- C. Step 3 - Referral to a Business Development Application Orientation Session: Case Managers will refer interested participants to the FSC Economic Independence Project for enrollment into a Business Development Application Orientation Session which will provide 6 hours of instruction. (see Sec. 3.7 (c) for a complete description of the ET course) Instruction for this session will be coordinated between FSC and DOD. The primary goal of this session is to provide training to prepare participants for completing the Business Development Application. This training will further help participants determine their level of continued interest in submitting a Business Development Application and level of commitment and resources in pursuing self employment.

3.4 PARTICIPANTS TO BE ASSISTED

D. Step 4 - Completing the Business Development Application: This is the final and most effective self selection tool used for participants interested in self employment. (See Attachment 6 for a copy of the Application.) This application tool was developed from the original form currently being used by Division of Vocational Rehabilitation clients who are applying for business development assistance through DOD. The application will be used for determining those participants who have a high potential for developing, implementing and administering their own business. The application reviews the following types of information:

1. Description of the product or service;
2. Description of the market for the product or service;
3. Estimate of sales potential;
4. Description of competitive advantage;
5. Experience in marketing, operations, finance and overall management;
6. Capital requirements;
7. Anticipated need for professional assistance.

All Business Development Applications will then be evaluated by two DOD Business Development Consultants based on likelihood of success in developing the business and achieving self-sufficiency. This is the final step before an individual becomes accepted into the business development component of this project which includes one-to-one work with the DOD Business Development Consultant and is the final step prior to securing financing. (NOTE: The actual service plan for the business development section of this project is discussed in Sec. 3.6.) After being accepted participants will proceed with application for Venture Development Grant dollars directly available through this project. In certain instances participants will need specific additional training to complete the application. In these cases the appropriate services will be coordinated for through FSC JOBS. As participants gain additional needed skills they will be allowed to continue with the Business Development Application process.

3.4 PARTICIPANTS TO BE ASSISTED

- III. Specialized Recruitment into Model B of the Project: This process will be used as a way for FSC to *agency select* individuals to participate in this project. This model of selection will be appropriate for those individuals who may have an interest in self employment but have no strong business ideas to pursue. It also will be used to recruit individuals whose assessment results may demonstrate that they have the general profile of an entrepreneur but haven't yet considered self employment as a viable employment option. This Model of recruitment and selection is directly linked to project work being done in the private sector.
- A. Step 1- Orientation: Same as II. A. Step 1. General Orientation to the JOBS Program will include self employment as a service component option through the program.
- B. Step 2 - Site Development in the Private Sector. This is an ongoing element leading to the success of this Model. It is through site development for on-site training that critical opportunities for successful skills training and market development will be created.
1. The FSC JOBS staff with assistance from the DOD Business Development Consultant will do the preliminary work in site development. Sites will be identified based on two key elements:
 - a. Their ability to provide specific skills training needed by a project participant and;
 - b. Their likelihood as a business to outsource (subcontract) subsequent work to the individual to whom they provided training once the individual starts their own business. (NOTE: Letters of support for this concept from private sector businesses are included as Attachment 7)
 2. The FSC JOBS staff with assistance from the DOD Business Development Consultant will do technical follow-up work with the site. This will include:
 - a. The development of a training plan based on a functional assessment of tasks and services within the business and;
 - b. The development of agreements with businesses to outsource work to individuals who gain self employment through this project.

3.4 PARTICIPANTS TO BE ASSISTED

- C. **Step 3 - Site Matching:** Once a site has been identified for providing job skills training and for subsequent outsourcing of work to their respective trainee, FSC JOBS staff will identify prospective JOBS participants who would be appropriate for placement at the site. The FSC Employer Relations staff will inform local JOBS staff as to what on-site training opportunities are available on an ongoing basis and what type of participant profile would be suitable for each respective training site. JOBS Case Managers will match the profile with participants of their own case loads and will refer appropriately matched participants to the Economic Independence Project for potential placement at a training site.
- D. **Step 4 - Assessment and Employability Plan Development:** Unlike this step for Model A, in Model B the JOBS Program will suggest self employment as a potential employability goal to appropriate participants. The program will essentially *agency select* a participant into the Economic Independence Project. FSC Case Managers will provide appropriate participants with information about the potential self-employment opportunity and will encourage the participant to attend the Business Development Application Orientation Session and give consideration to the on-site training. Appropriate participants will include those individuals who have:
1. demonstrated an interest in a particular field of work which may be available through the on-site training program;
 2. demonstrated qualities which are similar to the profile of an entrepreneur;
 3. completed short or long-term classroom training in a specific skill area which has prepared them for on-site training;
 4. demonstrated financial family, and community support for their development as an entrepreneur.
- E. **Step 5 - Referral to a Business Development Application Orientation Session:** Same as in Model A. However, participants in Model B may go through this training simultaneously with on-site training at a private sector site.
- F. **Step 6 - Completing the Business Development Application:** Similar to Model A, however participants will complete the EDA Business Development Application Form with assistance from FSC and DOD while they are participating in a Business Development Application Orientation Session and on-site training.

As in Model A, this is the final step prior to intensive work with the DOD Business Development Consultant and application for Venture Development Grant funds as the final phase before securing financing (see Sec. 3.7(d) and (e) for a complete description of this service.)

CONTRACT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is entered into between FORWARD SERVICE CORPORATION ("FSC"), located at 214 North Henry Street, Suite 201, Madison, Wisconsin 53703 and the STATE OF WISCONSIN DEPARTMENT OF DEVELOPMENT ("DOD"), located at 123 West Washington Avenue, P.O. Box 7970, Madison, Wisconsin, 53704.

WHEREAS, FSC is a private, non-profit Wisconsin corporation which was established in 1979 to administer federal and state funded programs that provide job training, educational services, support services and placement services to unemployed and economically-disadvantaged youths and adults; and

WHEREAS, DOD is an agency of the State of Wisconsin which provides consultation, technical assistance and other services for industrial, commercial and recreational expansion, promotes the development of new businesses within the state and the retention of existing firms, especially small and minority-owned enterprises, and encourages job creation, particularly in economically depressed areas; and

WHEREAS, FSC has entered into a contract with the Wisconsin Housing and Economic Development Authority to provide counseling and technical assistance support for recipients of public assistance to become entrepreneurs and trade contractors; and

WHEREAS, FSC desires to subcontract with DOD to implement the aforementioned contract with the Wisconsin Housing and Economic Development Authority pursuant to the Economic Independence Project for individuals in Dane and Rock Counties; and

WHEREAS, FSC and DOD desire to enter into a subcontract which will govern the terms and conditions under which DOD will provide its counseling and technical assistance services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 1995, and shall be in effect until April 1, 1997.
2. Scope of Services. DOD agrees to perform counseling and technical assistance services in accordance with the terms and conditions of this Agreement and in accordance with the Exhibits attached hereto, specifically Exhibit A, Request for Proposal for Counseling and Technical Assistance Support for Recipients of Public Assistance to Become Entrepreneurs and Trade Contractors, and Exhibit B, Forward Service Corporation - Economic Independence Project. Those Exhibits are hereby made a part of this Agreement and are incorporated herein by reference.

3. Payment for Services. The Wisconsin Housing and Economic Development Authority will pay FSC for counseling and technical assistance services provided by DOD. Upon receipt, review, verification and approval of expenditures incurred by DOD on a monthly basis by a DOD Project Staff Position, FSC shall reimburse DOD up to a maximum of \$56,300 for any and all expenses incurred pursuant to the completion of this Agreement.
4. Selection of Means and Methods of Service. Subject to and consistent with the terms of this Agreement, DOD shall control the means and methods of performing its obligations under this Agreement. DOD may designate any of its employees or agents to assist in providing services under this Agreement. In the event that it is necessary for DOD to have access to FSC's staff, offices or other resources in order to effectively perform its obligations, such access shall be coordinated with Mr. Herbert King.
5. Applicable Federal, State and Local Laws. DOD agrees to pay all wages, federal and state taxes, occupational license taxes, benefits (including unemployment, disability, social security, and old age) and other payments which an employer is required by law to pay on behalf of its own employees. DOD will comply with all applicable federal, state, or local laws in the performance of DOD's responsibilities and the subject matter of its services and any applicable wage and/or tax laws.
6. Responsibility for Employees and Agents. DOD acknowledges and agrees that it retains sole responsibility for the actions and conduct of its employees and/or agents, and further acknowledges and agrees that FSC does not bear any responsibility for the actions or conduct of DOD employees and/or agents by virtue of this Agreement.
7. Relationship of Parties. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or employer/employee relationship between FSC and DOD. It is expressly understood that DOD shall act as and be deemed to be an independent contractor. Neither party shall have any right to obligate or bind the other in any manner whatsoever and nothing contained herein shall give, or is intended to give, any rights of any kind to any third person.
8. Confidentiality. DOD agrees and recognizes that any and all trade secrets and other confidential information of which DOD may become aware while performing services under this Agreement are confidential, and specifically agrees, to the extent that DOD is permitted to do so in

accordance with the Wisconsin Open Records Law, not to use any such information for its own purpose, not to disclose any such information to any third party without the prior written consent of FSC, and to return to FSC, upon completion of the services required under this Agreement or earlier upon FSC's written request, any confidential documents provided by FSC to DOD to perform such services.

9. Ownership of Services Rendered. All services rendered by DOD under this Agreement, including all products of such services, whether completed or not, and proceeds of such services, whether or not developed jointly by DOD and its employees or agents or DOD and its employees or agents, shall be the sole property of FSC.
10. Copyright and/or Patent Laws. DOD specifically assigns to FSC all rights which DOD may have under the United States Copyright Laws or the United States Patent Laws as a result of any services performed by DOD for FSC under this Agreement.
11. Performance. This Agreement is conditioned on FSC's good faith judgment that DOD continues to render satisfactory performance of the services as described in paragraph 2 herein and in the Exhibits hereto in a professional manner and in accordance with this Agreement.
12. Right to Terminate. Upon FSC's good faith judgment that DOD has failed to comply with any term or condition of this Agreement, FSC may provide written notice to DOD requiring DOD to cure such default. If such default is not cured within six days after receipt of notice, FSC shall be entitled, in addition to any other rights FSC may have under this Agreement or otherwise by law, to immediately terminate this Agreement by providing further written notice to DOD. FSC's right to terminate hereunder shall not be affected in any way by FSC's waiver or failure to act with respect to any previous default.
13. Lawsuits. In the event either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered pursuant to such action.
14. Amendments. This Agreement constitutes the entire agreement between the parties and may not be amended except by writing signed by each of the parties.
15. Validity and Enforceability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of

competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

16. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.
17. Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. The headings and captions contained in this Agreement are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the contracts may require.
18. Open Records. FSC acknowledges that DOD is subject to the Open Records Law of the State of Wisconsin and that the confidential performance of the services may be governed by said law and agrees to be bound by such requirements while receiving services under this Agreement.
19. Code of Ethics and Travel Policy. DOD shall adhere to the Code of Ethics for paid consultants of the Wisconsin Housing and Economic Development Authority and the travel policy of the Wisconsin Housing and Economic Development Authority. The Code of Ethics and travel policy are made a part hereof and are incorporated herein by reference. DOD is prohibited from using any funds received under this Agreement for lobbying activities.

FSC and DOD Acknowledge that they have Read this Agreement, Understand it, and Agree to be Bound by its Terms. FSC and DOD Further Agree that this Agreement is the Complete and Exclusive Statement of the Agreement Between the Parties, and that it Supersedes All Oral or Written Proposals and All Other Communications Between the Parties Relating to the Subject Matter of this Agreement.

FORWARD SERVICE CORPORATION

By: *Robert King*
Date: 8/15/95

DEPARTMENT OF DEVELOPMENT

By: *William [Signature]*
Date: 8/14/95

Attachments:

Exhibit A (Request for Proposal for Counseling and Technical Assistance Support for Recipients of Public Assistance to Become Entrepreneurs and Trade Contractors).

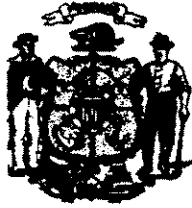
Exhibit B (Forward Service Corporation - Economic Independence Project).

Code of Ethics

Travel Policy

STATE OF WISCONSIN

SENATE CHAIR
TIM WEEDEN



Room 119 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882
Phone: 266-2253

ASSEMBLY CHAIR
BEN BRANCEL

Room 107 South, State Capitol
P.O. Box 8952
Madison, WI 53708-8952
Phone: 266-7746

JOINT COMMITTEE ON FINANCE

January 29, 1996

Secretary Robert N. Brandherm
State Building commission
101 E. Wilson Street
Box 7866
Madison, WI 53707

Dear Secretary Brandherm:

This is to inform you that the members of the Joint Committee on Finance have reviewed the Department's request for review of a proposed sale of surplus property known as the Employment Security Building in Kenosha under section 13.48(14)(d)4 of the State Statutes.

No objections to this request have been raised. Accordingly, this request is approved.

Sincerely,

Handwritten signature of Tim Weeden in black ink.

TIM WEEDEN
Senate Chair

Handwritten signature of Ben Brancel in black ink.

BEN BRANCEL
Assembly Chair

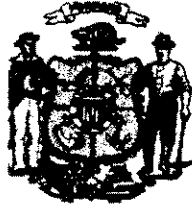
TW:BB:dr

cc: Members, Joint Committee on Finance
Bob Lang

STATE OF WISCONSIN

SENATE CHAIR
TIM WEEDEN

Room 119 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882
Phone: 266-2253



ASSEMBLY CHAIR
BEN BRANCEL

Room 107 South, State Capitol
P.O. Box 8952
Madison, WI 53708-8952
Phone: 266-7746

JOINT COMMITTEE ON FINANCE

TO: Members
Joint Committee on Finance

FROM: Senator Tim Weeden
Senate Chair, Joint Committee on Finance

DATE: January 9, 1996

RE: 14 Day Review
Sale of Surplus Property - Employment Security Building
1016 56th Street, Kenosha, WI

Attached is a request for review of a proposed sale of surplus property known as the Employment Security Building in Kenosha at a purchase price of \$205,000 from the State Building Commission pursuant to s. 13.48(14)(d)4 of the State Statutes.

Please review the attached material and notify **Senator Tim Weeden's office** by **January 25, 1996** if you have any concerns about this request or wish the Committee to meet formally to consider it.

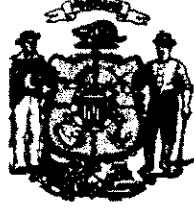
Also, please contact us if you need further information.

TW:BB:dr
Attachments

STATE OF WISCONSIN

SENATE CHAIR
TIM WEEDEN

Room 119 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882
Phone: 266-2253



ASSEMBLY CHAIR
BEN BRANCEL

Room 107 South, State Capitol
P.O. Box 8952
Madison, WI 53708-8952
Phone: 266-7746

JOINT COMMITTEE ON FINANCE

January 10, 1996

Secretary Robert N. Brandherm
State Building Commission
101 E. Wilson Street
Box 7866
Madison, WI 53707

Dear Secretary Brandherm:

Your request for review of the sale of surplus property known as the Employment Security Building in Kenosha was received in my office on January 9, 1996.

Therefore, the 14 day review period under s. 13.48(14)(d)4 will begin on January 9, 1996. We will submit a letter to you on January 29, 1996 to notify you of the Committee's action on this request.

Sincerely,

Handwritten signature of Tim Weeden in cursive.

TIM WEEDEN
Senate Chair

Handwritten signature of Ben Brancel in cursive.

BEN BRANCEL
Assembly CHAIR

TW:BB:dr

1-9-96



State of Wisconsin BUILDING COMMISSION

Tommy G. Thompson
Governor

Robert N. Brandherm
Secretary

101 E. WILSON ST.
P. O. BOX 7866
MADISON, WISCONSIN 53707

January 2, 1996

The Honorable Timothy Weeden, Chair
The Joint Committee on Finance
107 South State Capitol
Madison, WI 53702

The Honorable Ben Brancel, Chair
The Joint Committee on Finance
107 South State Capitol
Madison, WI 53702

Dear Senator Weeden and Representative Brancel:

RE: Sale of Surplus Property - Employment Security Building, 1016 56th Street, Kenosha, WI

This request is submitted in response to s. 13.48(14)(d) 4 as a notification of intent to sell a parcel of land and improvements known as the Employment Security Building, 1016 56th Street, Kenosha, WI at a purchase price of \$205,000 to Kenosha County. This transaction was approved by the Building Commission at its meeting on December 20, 1995. The property is vacant and surplus to the needs of the Department of Industry, Labor and Human Relations. It previously housed the local offices of the Unemployment Insurance Division which is now completed by a telephone computer system. General information on this property submitted to the State Building Commission is attached.

On April 29, 1993, Executive Order #186 was signed by Governor Thompson that required all state agencies to submit surplus lands to the Department of Administration. The May 18, 1994 Building Commission authorized the sale of the surplus properties.

The requested action is for one parcel of approximately 62 surplus properties being sold. Offers were received, with the requested action being the average of the two appraisals completed.

As provided in S. 13.48(14)(d)(4) this request will be approved on January 25, 1996, unless we are notified prior to that time that the Joint Committee on Finance wishes to meet for the purpose of reviewing the proposed sale. Please feel free to call me at 266-1031 if you have any questions regarding these transactions.

Sincerely,

Robert N. Brandherm
Secretary

DRW:RNB:amm

Attachment

cc: Robert Lang, Legislative Fiscal Bureau
Robin Gates
Art Zoellner

1-29-96
approved date

A. 1

Agency Request for
State Building Commission Action
December 20, 1995

Requesting Agency: Department of Industry, Labor and Human Relations

Requested Action:

Approval to sell the federally owned Employment Security (Reed Act) building, 1016 - 56th Street, Kenosha, which has housed the local offices of Unemployment Insurance Division.

Source of Funds: Only federal funds are involved

Explanation:

With the department's recent change to handle claims for Unemployment Insurance via a sophisticated telephone/computer system referred to as Telephone Initial Claims there is no longer a need for most Unemployment Insurance offices in the state. Unemployment Insurance was the only occupant of the 56th Street building. The office was closed in June and the building is now vacant. The department's other presence in Kenosha is at the Kenosha Job Center where the department's Jobs, Employment and Training Services (JETS) Division staff are and have been located. The JETS staff need to be co-located in a "one-stop" job center in order to provide effective services in a coordinated manner with other local related agencies. The 56th Street building would not be a suitable location for the job center.

The building was constructed in 1960 at a cost of \$157,200, solely with federal funds.

U. S. Department of Labor approval to sell the building has been requested and is expected.

Proceeds from the sale are expected to be returned to the federal government.

The sale of this building is part of a long term plan by the department to sell nine of its remaining twelve Employment Security (Reed Act) buildings constructed in the 1960's with federal funds. Generally the buildings are no longer large enough to meet program needs of co-locating DILHR services with other agencies in "one-stop" Job Centers and are no longer needed for taking unemployment insurance claims. In addition, the buildings selected for sale would require substantial renovations in order to replace aging and failing HVAC systems. The department has already sold its buildings in Wausau and Madison.

The Department has followed State of Wisconsin procedures to sell the property.

The property was offered for sale to other governmental agencies, state and local. Kenosha County indicated an interest in purchasing the building. The department obtained two independent appraisals by MAI appraisers. Copies of their valuations of the building are at attachments A and B. The estimated market value established by the appraisers is as follows:

Gary J. Walker, MAI, Summit Appraisal Corporation	\$200,000
D.L. Evans, MAI, D.L. Evans Company	\$200,000 to \$210,000

The building site is bordered on the immediate north by Kenosha County land. The recently renovated Kenosha County Administration Building is located two doors to the east of the DILHR building.

The Kenosha County offer of \$205,000 dated November 20, 1995, is found at Attachment C.

The Department has accepted, pending approval by the State Building Commission, the U. S. Department of Labor, and the Joint Finance Committee, the Kenosha County offer of \$205,000. The department and Kenosha County would like to close the sale at the end of the year.

Attachments

- A - Gary J. Walker, MAI, Summit Appraisal Corporation appraisal
- B - D.L. Evans, MAI, D.L. Evans Company appraisal
- C - Accepted offer/counter offer from Kenosha County

File Ref: msword\kenbidcm.doc

The property right appraised is the fee simple interest. We understand that the function of the appraisal is to provide guidance in issues related to possible sale or transfer of the real estate. This appraisal complies with our interpretation of prevailing guidelines issued under Title XI of the Federal Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA), effective August 9, 1990, and the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation.

The property consists of a basement and one story building currently housing the local offices of State of Wisconsin Unemployment Compensation Division. The building was constructed in 1960 and has had several renovations since that time. The gross floor area of the basement is 3,915 square feet and the gross floor area of the first floor is 3,915 square feet for a total floor area of 7,830 square feet. The building is situated on a 8,121.3 square foot site zoned B-3, Central Business.

The appraisal assets include land, land improvements, specified fixtures, and buildings. All personal property is excluded from consideration. The scope of our investigation included an inspection of the property on March 16, 1995, and

1. a review of municipal records related to the subject;
2. an analysis of comparable land and property sales in estimating value;
3. an analysis of property rentals and rates of return estimating value;
4. consideration of published data and current and expected market conditions; and
5. application of the three traditional approaches to value.

The value set forth represents an "as is" value which assumes the property would be sold in essentially its current condition and configuration, that no significant renovations would be made prior to sale, and that all mechanical systems are in good working order.

Based upon on analysis as summarized herein, the Market Value of the subject, as of March 16, 1995, is equitably stated in the amount of:

TWO HUNDRED THOUSAND DOLLARS
\$200,000

SUMMIT
APPRAISAL
CORPORATION

Our report, which is attached, provides a description of the property appraised, details of the valuation methodologies employed and all pertinent and available exhibits and addenda.

We have not investigated the title to nor any liabilities against the property appraised. Neither Summit Appraisal Corporation nor any of its employees or affiliated entities have any financial interest in the assets appraised. We certify that the compensation received for this study is not in any manner contingent upon the conclusions stated, nor upon the reporting of a predetermined value or direction in value that favors the cause of the client or attainment of a stipulated result or subsequent event. This report is further subject to the assumptions and limiting conditions set forth in the body of this report.

Respectfully submitted,
SUMMIT APPRAISAL CORPORATION



Gary J. Walker, MAI
President

State Certified General Appraiser #50

Job Reference #9509

State of Wisconsin Purchase Order #ILE01200 dated March 2, 1995

D.L. EVANS COMPANY, INC.

ATTACHMENT B

REALTORS* • APPRAISERS • COUNSELORS

6409 Odana Road • Madison, Wisconsin 53719
(608) 274-4141 • FAX (608) 274-4145

April 14, 1995

Ms. Carol Skornicka
Secretary DILHR
Attn: Arthur J. Zoellner
Assistant to the Administrator
Dept. of Industry, Labor and Human Relations
Post Office Box 7946
Madison, Wisconsin 53707

Dear Mr. Zoellner:

In accordance with your request we have made an investigation and appraisal of the state owned commercial office building located at 1016 56th Street, Kenosha, Wisconsin.

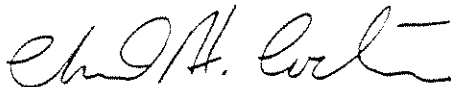
The purpose of this appraisal was to estimate a Market Value Range of the fee simple interest of the property as of March 29, 1995, the date of property inspection and the effective date of the appraisal.

This appraisal is prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice and Title XI of FIRREA Regulations. A self-contained narrative appraisal report accompanies this transmittal letter and is the basis for the value conclusion. This report does not invoke the Departure Provision of the Uniform Standards.

Based upon the data and analysis presented in this report, the Market Value Range of this property has been estimated at TWO HUNDRED THOUSAND TO TWO HUNDRED TEN THOUSAND DOLLARS (\$200,000 - \$210,000).

Respectfully submitted,

D. L. EVANS COMPANY, INC.



Chad H. Corliss, Staff Appraiser



Donald L. Evans, President

COUNTER-OFFER

ATTACHMENT C

The Offer to Purchase dated September 26, 1995, and signed by John Collins, the County Executive of Kenosha County, for the purchase of real estate at 1016 - 56th St., City of Kenosha, is countered. All terms and conditions to remain the same as stated on the Offer to Purchase except for the following:

1. Lines 23, 25 and 26 are amended to provide that these items will be paid for by the Buyer.
2. Lines 23, 25 and 26 are amended to provide that the Buyer must clear the contingencies not later than November 11, 1995.
3. Line 24 is amended to provide that the Buyer must clear this contingency not later than December 1, 1995.
4. Line 53 is amended to provide that the Seller will convey the property by quitclaim deed as required by state law.
5. Line 90 is amended to include the following: DISCLOSURES BY DEPARTMENT OF INDUSTRY, LABOR & HUMAN RELATIONS: 1. The HVAC system was installed at the time of construction in 1960 and may need extensive repairs/replacement. 2. The building will be sold "as is". The responsibility to correct any and all code violations will be the buyer's. 3. Potential buyers should ensure for themselves that any plans they may have for the building will be permitted by city ordinances.
6. Line 135 is amended to include the following: CONDITIONS OF SALE: Once accepted by the Department of Industry, Labor & Human Relations, this Offer To Purchase does not become final and the Department does not agree to sell and convey the property until this proposed sale is approved by the United States Department of Labor, the Wisconsin State Building Commission, the Wisconsin Legislature's Joint Committee on Finance, and by the Governor of the State of Wisconsin by his approval of a Land Transaction Approval Form.

This Counter Offer must be accepted on or before 5:00 p.m., Thursday, October 26, 1995 (time is of the essence) and it shall not become binding upon the Seller until a copy of the accepted Counter Offer is deposited, postage prepaid, in the United States mails, addressed to the Seller at:

Department of Industry, Labor and Human Relations
Attention: Art Zoellner, Administrative Services Division, Room 431X
201 East Washington Avenue, P.O. Box 7946, Madison WI 53707

REVIEWED BY
KENOSHA COUNTY
CORPORATION COUNSEL'S OFFICE
NOV 20 1995

or by personal delivery or facsimile transmission to the Seller.

Dated: October 11, 1995
[Signature]
(Seller) State of Wisconsin, Department of Industry, Labor and Human Relations, successor to the State of Wisconsin Industrial Commission

Accepted above Counter-Offer by: [Signature]
(Buyer)
Dated: 11/20/95

WB-15 COMMERCIAL OFFER TO PURCHASE

1 Kenosha, Wisconsin, September 26, 1995

2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF ~~SELLER~~ (BUYER) (Strike as applicable).

3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES

4 SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, Kenosha County

6 hereby offers to purchase the property known as (Street Address) 1016 - 56th Street

7 in the City of Kenosha County of Kenosha, Wisconsin,

8 more particularly described as: the Unemployment Compensation Building or the Job Service-Feed

9 Act Building

10 at the price of Two Hundred Five Thousand Dollars (\$ 205,000),

11 and on the terms and conditions as follows:

12 Earnest money of \$ 0 in the form of _____ tendered with this offer. Additional earnest

13 money of \$ 1,000.00 in the form of cash to be paid within 30 days of acceptance of this offer or

14 _____ and the balance in cash at closing.

15 Failure of Buyer to make earnest money payment as provided voids offer at Seller's option. Earnest money, if held by broker,

16 shall be held in selling broker's trust account prior to acceptance of offer and thereafter in listing broker's trust account or until

17 applied to the purchase price at closing or disbursed as provided herein or permitted by law.

18 TIME IS OF THE ESSENCE AS TO: ADDITIONAL EARNEST MONEY PAYMENT, ACCEPTANCE, LEGAL POSSESSION,

19 OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER EXCEPT: None

20

21 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION

22 OF THE FOLLOWING: (if none, so state.)

23 Satisfactory inspection of property to insure compliance with law and regulations.

24 Approval by Kenosha County Board.

25 Satisfactory Phase 1 & 2 environmental study.

26 Satisfactory certified survey

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 _____

34 _____

35 _____

36 _____

37 _____

38 _____

39 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent

40 permitted by law, and will perform all acts necessary to expedite such financing.

41 PERSONAL PROPERTY INCLUDED IN THE SALE: None

42 _____

43 _____

44 _____

45 _____

46 Seller shall convey the personal property by bill of sale or by n/a

47 free and clear of all liens and encumbrances except: _____

48 ITEMS NOT INCLUDED IN THE SALE: n/a

49 _____

50 _____

51 _____

52 _____

53 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein,

54 free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities

55 serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and

56 n/a, provided none of the foregoing prohibit present use,

57 and Seller shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use

58 restrictions and covenants can have material impact on the use of or improvements to the property.)

59 (Buyer) (Seller) will be responsible for compliance with DILRP's rental weatherization program requirements unless this

60 transaction is otherwise exempt because n/a

61 _____

62 This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail

63 or a commercial delivery system, addressed to Buyer at Fred Patrie, P.O. Box 609, Bristol, WI 53104

64 or by personal delivery of the accepted offer to Buyer on or before October 26, 1995

65 Otherwise, this offer is void and all earnest money shall be promptly returned to Buyer.

66 This transaction is to be closed at the office of Buyer's mortgagee or at the office of the Kenosha County Executive

67 on or before January 1, 1996 or at such other time and place as may be agreed in writing.

68 Legal possession of property shall be delivered to Buyer on date of closing.

69 It is understood the property is now occupied by no one

70 under (oral lease) (written lease), which terms are: n/a

71 _____

72 Occupancy of property shall be given to Buyer on 1/1/96

73 If Seller is permitted to occupy property after closing, Seller shall prepay occupancy charge of \$ 0 per day, which

74 (shall) (shall not) be refundable based on actual occupancy.

75 The sum of \$ 0 shall be withheld from the purchase price to be escrowed with _____

76 _____

77 to guarantee delivery of occupancy to Buyer AND FOR NO OTHER PURPOSE, which sum upon Seller's failure to deliver

78 occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date.

