

CONTRACT FOR PROFESSIONAL “REAL ESTATE” SERVICES BETWEEN  
SINGLE SOURCE, INC. AND THE CITY OF WAUWATOSA

**PROJECT:** Bluemound Road, North 106<sup>th</sup> Street to North 66<sup>th</sup> Street, City of Wauwatosa  
Milwaukee County, Wisconsin.  
Project ID; 2200-10-21

Scope of Assignment and Project Approach

**1. Negotiations/Acquisitions Services:**

a). Single Source, Inc. responsibilities –

- (1) Single Source, Inc. shall negotiate all parcels and other acquisition services, assuming 41 partial acquisitions. Single Source, Inc shall acquire via chapter 32 upon authorization by the City of Wauwatosa. Single Source, Inc shall attempt to acquire the majority of the parcels via nominal waivers. If a parcel has FEE being acquired, Single Source, Inc will evaluate if they feel that the parcel should be appraised right away. If negotiation is unsuccessful via a nominal acquisition, Single Source, Inc will appraise said parcels and acquire via a regular appraisal offer. It is estimated that approximately 40% or 17 parcels will be appraised.
- (2) Single Source, Inc. shall maintain an individual Parcel File Folder on each parcel to be negotiated which will include a negotiation diary of each contact with the property owner and/or action taken in the acquisition process as well as all other pertinent documents/correspondence relating to the negotiations/acquisition of the individual parcel. Individual Parcel Files will contain, as applicable, the following:
  - Parcel Check List
  - \*Title Search Report (provided by City of Wauwatosa and/or the contract engineer). \*- All requests for title updates will be coordinated through the City of Wauwatosa or contract engineer, and be considered a pass-through-cost to the City of Wauwatosa.
  - Legal Description for Acquisition Area(s)
  - Copy of Introductory Letter(s)
  - Approved “Offering Price Report”
  - Offering Price Letter
  - Negotiation Diary
  - Closing Statement Form
  - Disposition of Real Estate Tax Forms (if applicable)
  - Property Remnant Report (if applicable)
  - Property Inventory Report (if applicable)
  - Statement to the Construction Engineer
  - W-9 Form

- Design Study Report (provided by City of Wauwatosa or contract engineer, if completed)
- Partial Releases (if deemed necessary by the City of Wauwatosa, (for fee parcels only) shall be obtained by Single Source, Inc). Should a bank charge a fee for a partial release, the City of Wauwatosa shall decide if reasonable and will pay as a pass-through cost. If unreasonable, property will be acquired via a Jurisdictional Offer and an Award of Damages.
- Single Source, Inc shall pay for but be reimbursed by the City of Wauwatosa for all recording fees.

All individual parcel files are considered to be the property of the City of Wauwatosa and shall be turned over to the City of Wauwatosa by Single Source, Inc. upon completion of the project.

- (3) Any appraisal received from property owners shall be handled according to the Real Estate Program Manual (REPM), Chapter 3. Single Source, Inc. shall submit a copy of such appraisals, with a recommendation for payment or non-payment, to the appropriate municipality for review and approval. To be eligible for payment from the appropriate municipality, the owner’s appraisal must be delivered and date stamped to Single Source, Inc. within 60 days of the date of delivery of appraisal/offer (post-marked by the due date is acceptable).
- (4) When an ‘Administrative Revision’ offer appears warranted due to market evidence, errors, design changes, owner’s counter-proposal, litigation protection, etc., Single Source, Inc. shall proceed as follows –
  - (a) When a minor increase in the approved offer (based on justification) is proposed Single Source, Inc. shall –
    - (i). On nominal parcels, have owner sign Waiver showing increased amount subject to the appropriate municipality approval.
    - (ii). On all others, attempt to secure a signed ‘purchase agreement’, TLE or Warranty Deed from the owner for the increased amount, contingent on the appropriate municipality approval.
  - (b) When a significant increase in the approved offer is proposed, Single Source, Inc. shall discuss the proposed settlement with the appropriate municipality before making any commitments with the owner.
  - (c) Single Source, Inc. shall present to the owners all approved administrative revisions in writing, amending the previous offer.
- (5) All payment requests, with supporting documentation, shall be submitted to the appropriate municipality for processing.
- (6) On parcels being acquired by “Award”, Single Source, Inc. shall –

- (a) Prepare the Jurisdictional Offer (J.O.) and coordinate with the appropriate municipality for review and approval of the file prior to Single Source, Inc. forwarding to the property owner and other parties of interest.
  - (b) Upon approval of the Jurisdictional Offer, Single Source, Inc. will send the Jurisdictional Offer (J.O.) to the property owner, and other parties of interest, via “certified mail, return receipt requested”.
  - (c) Single Source, Inc. shall prepare a “Lis Pendens” and forward, along with a copy of the J.O. and legal description of the property, to the “Register of Deeds” for filing within 14 days of mailing the J.O. to the property owner.
  - (d) At the time the J.O. is mailed to the property owner, an award and payment request shall be submitted to the appropriate municipality for final approval.
  - (e) The appropriate municipality will forward the check to Single Source, Inc. for disposition and final file closing.
- (7) Single Source, Inc. shall submit monthly progress reports (if requested) to the City of Wauwatosa, which shall include, but not limited to, the following –
- (a) A summary of activities for the month.
  - (b) Notification of any problems encountered.
- (8) Single Source, Inc. shall provide TLEs, deeds and other documents for recording directly to the appropriate ‘Register of Deeds’ after the property owner(s) has/have been paid. However, Single Source, Inc. is not responsible for payment of any recording or filing fees. These fees shall be a pass-through cost to the City of Wauwatosa.
- (9) Single Source, Inc. shall assume responsibility for the final disposition of the acquisition(s) to include – payment request, payment, recording, and all condemnation actions required up to the filing of the Award of Damages.
- b). City of Wauwatosa Responsibilities –
- (1) The City of Wauwatosa shall send a “Letter of Introduction” and a “Rights of Landowners Under Wisconsin Eminent Domain Law” brochure to each parcel owner in their respective jurisdictions. The letter shall be sent on City of Wauwatosa letterhead.
  - (2) The City of Wauwatosa will provide a copy of the filed ‘Relocation Order’ to Single Source, Inc. The City of Wauwatosa will also provide copies of any subsequent revised relocation orders to Single Source, Inc. which may occur during the acquisition stage of the project.
  - (3) The City of Wauwatosa will provide copies of ‘Title Search Reports’ and legal descriptions (via Microsoft Word) of the ‘acquisition area(s)’ to Single Source, Inc. for all properties identified on the acquisition plat.

- (4) The City of Wauwatosa will approve all offering prices (including nominal parcel payments as necessary), revised offering prices, administrative settlements, and awards. The City of Wauwatosa agrees to do so in a timely manner so as not to adversely affect Single Source, Inc's. ability to meet the terms of the project time-line.
- (5) The City of Wauwatosa will process all payment requests and provide checks to Single Source, Inc. as indicated by Single Source, Inc, and approved by the City of Wauwatosa on a parcel-by-parcel basis.
- (6) The City of Wauwatosa will provide payment for all recording or filing fees, (pass through cost).
- (7) The City of Wauwatosa or their contract engineer will provide Single Source, Inc. with the following information on the project –
  - Construction Plans, Profiles and Cross Sections
  - Right of Way Plats (via PDF)
  - Design Study Report, if applicable.
  - Property Owners Address and Phone List (and the City of Wauwatosa)
  - Agricultural and/or Environmental Impact Studies (upon request, if applicable)
  - Highway Access maps (upon request, if applicable)
  - Legal Descriptions of the Acquisition Areas (PDF or Microsoft Word)

## 2. Appraisal Services:

- a). If a property is unable to be acquired via a nominal waiver (or an appraisal was assigned from the onset of the project) and an appraisal is deemed appropriate and necessary, Single Source, Inc. will provide an appraisal report; “before” & “after” appraisal and submit to the City of Wauwatosa for their review and approval, (reviewed by a WISDOT reviewer). The number of appraisals is currently unknown, but estimated at 17. All appraisals shall be partial take acquisitions, which include interests of FEE and Temporary Limited Easements, and possible site improvements within the FEE and Temporary Limited Easements. Single Source, Inc has assumed 17 appraisals. If less or more appraisals are needed, Single Source, Inc will only charge for the written appraisals. Each appraisal shall be invoiced at \$2,350.
- b). Appraisals will be Standard Abbreviated, "before" & "after" appraisals. If significant severance damage or cost-to-cure items are recognized, Single Source, Inc. shall have the right to amend the appraisal fee.
- c). Single Source, Inc. will prepare **Two (2)** copies of the appraisal report (with color photos) for each appraised parcel and shall be delivered to the City of Wauwatosa with an Offering Price Report for review and approval.
- d). The City of Wauwatosa will review the reports (a DOT assignment reviewer), coordinate with Single Source, Inc. any revisions or clarifications, and notify Single Source, Inc. when the report has been accepted and approved. The Offering Price Report will first be signed by a WISDOT reviewer, then by a City of Wauwatosa official.

e). An Expanded Sales Study will be completed by Valbridge Property Advisors, as a subconsultant to Single Source, Inc as part of project 2200-10-22 and will not be included as a cost within this contract.

**3. Relocation Services:**

None.

**4. Utility Parcels:**

Not part of this contract.

**5. Schedule:**

Unknown at the time of contract preparation.

**5. Project Costs:**

Acquisition:

41 - Acquisitions @ \$1,650 each: \$67,650.00

\$67,650.00

\*Appraisal (If required – number of appraisals unknown at this time, assume approximately 15 appraisals, or 40%). Only appraisals prepared will be invoiced:

(17 appraisals @ \$2,350 each): \$39,950.00

\$39,950.00

LPA Certification Phase: \$ 3,075.00

\$ 3,075.00

Recording TLEs (41 @ \$50 each): \$ 2,050.00

\$ 2,050.00

Project Management: \$ 8,500.00

\$ 8,500.00

\*Total Contract Amount: \$121,225.00

**7. Professionalism.**

The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Pursuant to Law.

Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by Single Source under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

Records.

Single Source shall maintain all of its records (cloud based, not hard copy) pertaining to this Agreement for not less than two years following the completion of this Agreement and shall provide for the inspection and copying of such records by the City of Wauwatosa upon request. However, upon completion of the project, Single Source, Inc. will return all (hard copies) negotiation files to the City of Wauwatosa.

Termination.

This Agreement may be terminated upon written notice at City of Wauwatosa convenience or by either party in the event of failure by the other party to perform in accordance with the terms of this Agreement. Single Source shall terminate performance of services on a schedule acceptable to City of Wauwatosa, and City of Wauwatosa shall pay Single Source for all services performed prior to such termination.

**8. Basis of Payment:**

Single Source shall submit monthly invoices, during the progress of the services noted herein; for the services completed to date. The final invoice shall be submitted to the City of Wauwatosa within three months of completion of services. The above stated amounts are lump sum fees, which shall not be exceeded. Single Source, Inc shall provide all necessary acquisition services required by and reasonably necessary under the law, so that the City of Wauwatosa shall acquire such parcels for the amount of such fees.

APPROVAL AND ACCEPTANCE:

Single Source, Inc.:



Date: April 10, 2026

Steve Boll, Principal

The City of Wauwatosa.:

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

\_\_\_\_\_  
Title