

CONCERNS ABOUT PROPERTY ACQUISITION PROCESS FOR FIRE STATION

To Homeowners, Neighbors, and Concerned Citizens;

Why would City Attorney Wald Klimczyk spend tax payer money to hire yet *another attorney law firm* for the process of acquiring these 12 citizen properties at the fire station rebuild site? Why did he hire Strafford and Rosenbaum, one of the most expensive litigation attorneys in all of the state of Wisconsin? Is he not competent to do his job? And/or did he not retain this firm with intent to intimidate any affordable lawyer that a citizen might be able to hire?

The relocation company is supposed to be a *neutral third party* to orchestrate fair negotiations. How is the team of city employees, city attorney Wald Klimczyk and Judy Adler along with their law firm Stafford and Rosenbaum, a “neutral third party” between the city’s taking of their properties and these citizens?

Why did the citizens receive their “notice” *prior* to the council approval of the “Resolution of Necessity”? Why were the citizens *not properly noticed* after that vote with a certified letter? Is it because Wald is still yet to formally begin the eminent domain process? Is he trying to get around the eminent domain requirements that protect the citizen and their right to *full and actual compensation*?

Why did Wald have the *tax assessed value* of these properties, over the last five years, systematically *lowered* by 30 percent? Is he not utilizing this fabricated “evidence” to low-ball the offers? Is this manipulation not unethical and immoral?

Why is Wald discouraging these citizens from having their *own Realtor*? Why would Wald not insist upon presenting the Offer to Purchase contract to the citizen’s Realtor rather than to an individual citizen personally? Does he not want to avoid *conflict of interest*?

Is Wald discouraging these citizens from having their *own Realtor* because their realtor’s large franchise firm (Century 21 or Shorewest in Janesville) would have an attorney legal team to match or exceed the backup attorney firm that Wald hired for himself against the citizen?

Would this realtor legal back-up team not level the playing field and insure a fair and just process, thus reducing or illuminating future litigation necessities? Would a fair and level playing field not be in the best interests of everyone?

Would this realtor legal back-up team, on behalf of the citizen, not allow the citizen to acquire an affordable attorney on contingency? Would this attorney not then navigate the additional eminent domain aspects of this title transfer?

Is Wald still bragging that he has a blank check for the most aggressive city legal office in the state with intention to crush any citizen and their attorney who don’t do things his way? Would the legal department of a large franchise realtor firm not eliminate his threat and costly tax payer consequences?

Does Wald not want citizens to have their own realtor who will represent and protect the citizen's best interests? Someone who is trained and licensed, and is familiar with the forms? How else would the citizen get the necessary information to know the appropriate asking price value of their homes? How else would they have someone to review and reject incomplete and incorrectly written Offers to Purchase contracts from Wald?

Realtor Advantages:

A citizen's own realtor would list their homes at a fair base asking price based on current comparables.

A fair market asking price would certainly exceed the artificially lowered tax assessed value and low-balled city first appraisal.

Their realtor would challenge the comparables used in the cities low-ball appraisal.

The Realtor would send back incorrect Offer to Purchase contracts and would counter incomplete and one-sided contracts.

Wald would be required to present his Offer to Purchase contracts to the Realtor instead of personally and directly to the citizen.

Offers to Purchase contracts would be presented to the citizen by their own realtor, representing their own interests, and not by the city attorney coming into the privacy of their own home representing his own interests.

Concerning the Offer to Purchase contracts written by Wald; why would Wald's Offer to Purchase contracts have only the protections for the city, but be lacking the other half of the protections for the citizen? Why do these contracts not include the eminent domain clauses? Why do Wald's verbal promises not match the written language in these contracts?

Why do these Offer to Purchase contracts written by Wald;
not contain a date of origin,
not contain proper title transfer,
not contingent upon finding a similar suitable replacement home,
not contingent upon favorable and equal terms of financing,
not have the same closing date to close on replacement home on the same day as the loss of their existing home?

not contain the "where is, as is" clause?

Why does Wald say rent after the closing to the citizen in their old home would be free, but his Offer to Purchase contract says that they are required to pay full "current market" rent payments?

Why do these Offer to Purchase contracts not contain the actual rent amount that the city would charge them if the citizen must take longer than 30 days to vacate their current home after the title transfer? Current market for an executive single-family residential rental is \$1200 to \$1600/month.

Why is the closing date to transfer title from their current home unreasonably rushed, giving only weeks, rather than the minimum expected 30 to 45 days for the traditional closing, or the expected 60 to 90 days for the more complicated closing?

Where is the clause to extend the closing date by either side if necessary to clear the contingencies?

Why would a citizen be willing to give up their current home prior to all negotiations being finalized and approved by the State of Wisconsin?

Why is Wald making it sound like the eminent domain process would be detrimental to the citizen when it is to protect them?

Why is there no disclaimer in these Offer to Purchase contracts that the purchase price is “not all of the compensation” allowed by the eminent domain process?

Why is Wald saying that to receive a reasonable Offer to Purchase price would remove and/or reduce compensation monies from the other four categories of legitimate compensation? Why is he clumping and confusing these four separate categories of compensation?

Concerning the *second appraisal*: Why are Wald and Judy actively discouraging the citizen their right to their own second appraisal on the high-end of the spectrum? Why are they saying that a second appraisal done from the high-end, in best interest of the citizen, could possibly be a penny lower than the one their own appraisal acquired on the low end, for their own interests?

Concerning *attached fixtures*, such as ceiling fans, cabinets, new furnace, new windows, etc.: Why are Wald and Judy tell these citizens that they may not take away any attached fixtures out of their home without permission, when it all goes to the dump anyway?

When they give this permission, why is it not included in the language of the Offer to Purchase contract? In deed, why does the contract say the opposite, that the citizen may not remove a single fixture?

Why are Wald and Judy saying the citizen must list each and every item on a detailed list, get each item approved by Wald and Judy? Why do they say the citizen must give a written promise with signatures that these items will be personally used only by the citizen and not later transferred or sold by the citizen?

Why are Wald and Judy telling them that the copper must stay with the house? For what purpose?

Is this a tactic to focus on minute detail at the exclusion of the bigger picture of fair compensation?

Are these citizens not doing us a favor by attempting to take out of their home as much as possible to avoid more tonnage going to our landfill?

Is it not enough that their home is being forcefully taken from them? When Wald says that Habitat wants all fixtures and is willing and capable of acquiring and storing it all; where is that in writing? Why would the home owner not have unquestioned first dibbs on any of it?

What will the council do to intervene on behalf of the citizens whom they were elected to represent?

What do these affected citizens need to do in order to know and realize their rights to all categories of eminent domain full just compensation?

First, these eminent domain citizens need to retain a top-performing Realtor, from a large franchise with a big-gun legal department. (Their commission is included in price and paid by city.) We recommend CENTURY-21; Jeff Myers 608-751-5292 and SHOREWEST; Tammy Cherry 608-289-4285 or Mary Gilbank Peterson 608-751-5868. Their Realtor will properly list their home at a fair market value. And their Realtor will review and negotiate their Offer to Purchase contracts with Wald and Judy on behalf of the citizen home owner. The full legal team of the real estate franchise will be behind the citizen at no cost to the citizen.

Secondly, these eminent domain citizens need to get their own high-end second appraisal to counter the city low-ball first appraisal, which the city must pay for. their realtor can assist them with obtaining that second appraisal.

Thirdly, they need to get free consultations from eminent domain attorneys and retain one on contingency to orchestrate the eminent domain aspects of their transaction. We recommend EMINENT DOMAIN SERVICES LLC; Andrew Weininger 608-807-1829 or Erik Olsen 608-332-1420, or a referral from the WI Bar Association at www.legalexplorer.com or 800-362-9082.

C.A.R.D. Citizen Defense Fund
Post Office Box 8282
Janesville, WI 53547-8282
Phone: 608-563-1819
E-mail: CARD@changeforjanesville.com
Web: www.changeforjanesville.com

Fire Station Concerns Letter 06-06-2014