



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

ALD. JOE DAVIS, SR., CHAIR
Ald. T. Anthony Zielinski, Vice-Chair
Ald. James Witkowiak, Ald. Willie Wade, Ald. Terry Witkowski
Staff Assistant, Joanna Polanco, 286-2366
Fax: 286-3456, jpolan@milwaukee.gov
Legislative Liaison, Amy Hefter, 286-2290,
ahefte@milwaukee.gov

Monday, November 15, 2010

9:00 AM

Room 301-B, City Hall

1. [091306](#) Reappointment of Leslie Velez to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (11th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Attendance Record](#)
[Hearing Notice List](#)

2. [091304](#) Reappointment of Ivan Gamboa to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (8th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Attendance Record](#)
[Hearing Notice List](#)

3. [091305](#) Reappointment of Rafael Luciano to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (12th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Attendance Record](#)
[Hearing Notice List](#)

4. [100088](#) Reappointment of Salvatore Glorioso to the Business Improvement District Board #11 (Brady Street) by the Mayor. (3rd Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Biography Page](#)
[Attendance Record](#)
[Hearing Notice List](#)

5. [100891](#) Appointment of Thomas Axel Livvendahl to the Business Improvement District Board #27 (West Burleigh Street) by the Mayor. (10th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Appointment Letter](#)
[Resume](#)
[Hearing Notice List](#)

6. [100883](#) Reappointment of Marna Boyle to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Resume](#)
[Attendance Record](#)
[Hearing Notice List](#)

7. [100885](#) Reappointment of Dan Naumann to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Resume](#)
[Attendance Record](#)
[Mayor's Office](#)
[Hearing Notice List](#)

8. [100887](#) Reappointment of Rick Wiegand to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)
Sponsors: THE CHAIR
Attachments: [Reappointment Letter](#)
[Resume](#)
[Attendance Record](#)
[Hearing Notice List](#)

9. [100819](#) Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2011 community development activity and to authorize execution of contracts and subcontracts by City departments.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
[Contracts and Agreements](#)
[Hearing Notice List](#)

10. [100868](#) Resolution authorizing an expenditure from the Department of City Development's Development Fund for economic development purposes, in the 14th Aldermanic District.

Sponsors: Ald. Zielinski
Attachments: [Fiscal Impact Statement.pdf](#)
[Term Sheet as of 11-1-10.docx](#)
[Hearing Notice List](#)

This meeting will be webcast live at www.milwaukee.gov/channel25.

Members of the Common Council and its standing committees who are not members of this committee may attend this meeting to participate or to gather information. Notice is given that this meeting may constitute a meeting of the Common Council or any of its standing committees, although they will not take any formal action at this meeting.

Upon reasonable notice, efforts will be made to accommodate the needs of persons with disabilities through sign language interpreters or auxiliary aids. For additional information or to request this service, contact the Council Services Division ADA Coordinator at 286-2998, (FAX)286-3456, (TDD)286-2025 or by writing to the Coordinator at Room 205, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

Limited parking for persons attending meetings in City Hall is available at reduced rates (5 hour limit) at the Milwaukee Center on the southwest corner of East Kilbourn and North Water Street. Parking tickets must be validated in Room 205, (City Clerk's Office) or the first floor Information Booth in City Hall.

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code of Ordinances are required to register with the City Clerk's Office License Division. Registered lobbyists appearing before a Common Council committee are required to identify themselves as such. More information is available at www.milwaukee.gov/lobby.



Legislation Details (With Text)

File #: 091306 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 1/20/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Leslie Velez to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (11th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 38

Attachments: Reappointment Letter, Attendance Record, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/20/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

091306

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Leslie Velez to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (11th Aldermanic District)

Drafter

Mayor

TB

1/21/10

January 20, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to make the following reappointments to the Business Improvement District Board #38 (South Cesar E. Chavez Drive):

Mr. Ivan Gamboa
5027 West Cleveland Avenue
Milwaukee, Wisconsin 53219

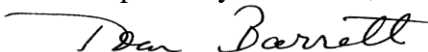
Mr. Rafael Luciano
McDonald's
1575 West Washington Street
Milwaukee, Wisconsin 53204

Mrs. Leslie Velez
3468 South 38th Street
Milwaukee, Wisconsin 53215

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 050707. The terms will commence upon taking of the oath of office.

I trust these reappointments will have the approval of your Honorable Body.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Barrett". The signature is written in a cursive style with a long, sweeping underline that extends to the left.

Tom Barrett
Mayor



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

January 22, 2010

Re: Common Council File Number 091306

Reappointment of Leslie Velez to the Business Improvement District Board #38 (South Cesar Chavez Drive) by the Mayor. (8th Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Community and Economic Development Meeting on February 1, 2010.

- Number of meetings held:
- Number of meetings attended:
- Number of excused absences:
- Number of unexcused absences:

Please return this information to Char Rodriguez, Administrative Services Specialist or Crodri@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,

Ronald D Leonhardt
Ronald D Leonhardt



Legislation Details (With Text)

File #: 091304 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 1/20/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Ivan Gamboa to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (8th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 38

Attachments: Reappointment Letter, Attendance Record, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/20/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

091304

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Ivan Gamboa to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (8th Aldermanic District)

Drafter

Mayor

TB

1/21/10

January 20, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to make the following reappointments to the Business Improvement District Board #38 (South Cesar E. Chavez Drive):

Mr. Ivan Gamboa
5027 West Cleveland Avenue
Milwaukee, Wisconsin 53219

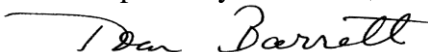
Mr. Rafael Luciano
McDonald's
1575 West Washington Street
Milwaukee, Wisconsin 53204

Mrs. Leslie Velez
3468 South 38th Street
Milwaukee, Wisconsin 53215

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 050707. The terms will commence upon taking of the oath of office.

I trust these reappointments will have the approval of your Honorable Body.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Barrett". The signature is written in a cursive style with a long, sweeping underline that extends to the left.

Tom Barrett
Mayor



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

January 22, 2010

Re: Common Council File Number 091304

Reappointment of Ivan Gamboa to the Business Improvement District Board #38 (South Cesar Chavez Drive) by the Mayor. (8th Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Community and Economic Development Meeting on February 1, 2010.

- Number of meetings held: 18
- Number of meetings attended: 18
- Number of excused absences: 0
- Number of unexcused absences:

Please return this information to Char Rodriguez, Administrative Services Specialist or Crodrl@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,

RONALD D. LEONHARDT
City Clerk



Legislation Details (With Text)

File #: 091305 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 1/20/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Rafael Luciano to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (12th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 38

Attachments: Reappointment Letter, Attendance Record, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/20/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

091305

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Rafael Luciano to the Business Improvement District Board No. 38 (South Cesar Chavez Drive) by the Mayor. (12th Aldermanic District)

Drafter

Mayor

TB

1/21/10

January 20, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to make the following reappointments to the Business Improvement District Board #38 (South Cesar E. Chavez Drive):

Mr. Ivan Gamboa
5027 West Cleveland Avenue
Milwaukee, Wisconsin 53219

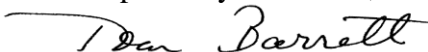
Mr. Rafael Luciano
McDonald's
1575 West Washington Street
Milwaukee, Wisconsin 53204

Mrs. Leslie Velez
3468 South 38th Street
Milwaukee, Wisconsin 53215

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 050707. The terms will commence upon taking of the oath of office.

I trust these reappointments will have the approval of your Honorable Body.

Respectfully submitted,



Tom Barrett
Mayor



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

January 22, 2010

Re: Common Council File Number 091305

Reappointment of Rafael Luciano to the Business Improvement District Board #38 (South Cesar Chavez Drive) by the Mayor. (8th Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Community and Economic Development Meeting on February 1, 2010.

- Number of meetings held: 18
- Number of meetings attended: 12
- Number of excused absences: 6
- Number of unexcused absences: 0

Please return this information to Char Rodriguez, Administrative Services Specialist or Crodri@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,

RONALD D. LEONHARDT
City Clerk



Legislation Details (With Text)

File #: 100088 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 5/4/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Salvatore Glorioso to the Business Improvement District Board #11 (Brady Street) by the Mayor. (3rd Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 11

Attachments: Reappointment Letter, Biography Page, Attendance Record, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/4/2010	0	COMMON COUNCIL	ASSIGNED TO		
9/10/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
9/13/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100088

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Salvatore Glorioso to the Business Improvement District Board #11 (Brady Street) by the Mayor. (3rd Aldermanic District)

Drafter

Mayor

TB

5/4/10



Tom Barrett
Mayor, City of Milwaukee

May 4, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am please to reappoint the following to the Business Improvement District Board # 11 (Brady Street):

Michael D. Lee
929 N. Astor Street
Milwaukee, WI 53202

Patricia Suminski
1218 A East Brady Street
Milwaukee, WI 53202

Bryce Clark
1679 N. Franklin Place
Milwaukee, WI 53202

Salvatore Glorioso
1018 E. Brady Street
Milwaukee, WI 53202

Laura Cole
4808 W. Woodlawn Court
Milwaukee, WI 53208

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes, and the Common Council File 060754 with operating plan attached. The terms will commence upon taking of the oath of office.

I trust these appointments will have the approval of your Honorable Body.

Respectfully submitted,

Tom Barrett
Mayor



Salvatore Glorioso
(Teddy)
H. 3601 W. Candlewick Ct.
Mequon, WI 53092
(262)-242-6286
(414)-347-0992
Gold Imports, owner ✓
1018 East Brady
Milwaukee, WI 53202

I have lived in the Brady & Marshall Street area for many years.
I have owned and operated businesses on Brady Street for 60 years.
My brothers and I opened Gloriosio Food Store in 1946 (is still in operation);
Opened Trio's Pizza in 1952 to 1962.
Opened Gloriosio's Italian Villa from 1962-1980.
Opened God Imports in 1981 (is still in operation)

I am currently the President of the Unico Foundation.

We have participated in the Brady Street Area Merchants Association and BID for many years and continue to support the Brady Street neighborhood. I look forward to being a director on the BID #11 to help improve and develop the area.



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100088

Reappointment of Salvatore Glorioso to the Business Improvement District Board #11 (Brady Street) by the Mayor. (3rd Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the Community & Economic Development Committee Meeting on May 25, 2010.

- Number of meetings held: 10
- Number of meetings attended: 7
- Number of excused absences: 3
- Number of unexcused absences:

Please return this information Charlotte Rodriguez, croдри@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,

RONALD D. LEONHARDT
City Clerk



Legislation Details (With Text)

File #: 100891 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Thomas Axel Lifvendahl to the Business Improvement District Board #27 (West Burleigh Street) by the Mayor. (10th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 27

Attachments: Appointment Letter, Resume, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100891

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Thomas Axel Lifvendahl to the Business Improvement District Board #27 (West Burleigh Street) by the Mayor. (10th Aldermanic District)

Drafter

Mayor

TB

11/3/10

November 3, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to appoint Thomas Axel Lifvendahl, 3173 North 50th Street, Milwaukee, Wisconsin 53216, to fill the vacant position reserved for the Sherman Park Community Association on the Business Improvement District Board #27 (West Burleigh Street). This appointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 010196. Mr. Lifvendahl's term will commence upon taking of the oath of office.

I trust this appointment will have the approval of your Honorable Body.

Respectfully submitted,

A handwritten signature in cursive script that reads "Tom Barrett". The signature is written in black ink and is positioned above the printed name and title.

Tom Barrett
Mayor



Thomas Axel Lifvendahl

3173 N. 50th Street
Milwaukee, WI, 53216
414/873-4170
tlifven@wi.rr.com
www.drto mlifvendahl.com

Overview

Ability to work in the following areas: Training and Development; Instruction and Instructional Design; Curriculum and Program Development; Assessment and Evaluation; and Organizational Research. Background encompasses wide ranging professional management and administration responsibilities.

Work History

Lifvendahl & Associates – Principle Consultant (2003 – present)

Facilitate and analyze focus group and other forms of research. Work with clients in the creation and implementation of customized human resource development programs. Support organizations as they seek to:

1. Improve administrative processes.
2. Maximize limited resources to meet unlimited stakeholder demand.
3. Define and ameliorate unacceptable behavior (ethical and procedural issues).
4. Provide focused training that fall outside the existing capabilities of professional staff (specialized curriculum design).
5. Evaluate and assess organization human resource development needs.

Design and teach customized educational programming and organizational development processes in varied academic, governmental, and corporate settings. Most recent work includes:

Partner, with the National Institute of Law Enforcement Ethics to field a Criminal Justice Agency Monitoring System. In this relationship I am responsible for:

1. Development of survey instruments and analysis procedures for field work involving the evaluation of ethical compliance of client law enforcement agencies.
2. Administration of surveys and interviews.
3. Collection of data.
4. Co-authoring of data analysis and reportage.

Research Originator, Employability of Returning Iraq Veterans. This research project addresses the following questions:

1. How does war/reserve military experience impact the work lives of returning veterans?

2. What are the reactions of returning veterans to civilian authority?
3. How can employers facilitate the transition from military service to work and benefit organizationally from the process?

This grant funded enquiry involves three stakeholder groups (veterans, employers, and supporting governmental agencies) in mixed methods qualitative and quantitative research sponsored by Cardinal Stritch University's College of Business and Management (on-going from 2007).

Proposal Writer, Milwaukee COP (Community Oriented Policing) House. This is a joint Milwaukee Police Department venture with the Sherman Park Community Association (SPCA) to create and support the placement of police, prosecution, and corrections personnel directly in a local neighborhood. The full proposal is available at: <http://www.drtonlifvendahl.com/IN%20THE%20MATTER%20OF%20COP%20House%202.pdf>

Initial Researcher, Healthy Neighborhood Initiative. This on-going activity is funded by the Greater Milwaukee Foundation. I provided initial coordination of research activities of a consortium of local Milwaukee non-profit associations. As part of this effort I created a comprehensive course of study "Training for Evaluation" designed to support staff development. The outcome of this process confirmed that staffs with limited capabilities have difficulty in formulating and implementing formal research without outside support (November 2007-February 2008)

Facilitated and Edited the creation of a strategic plan for Deputy Inspector Ramon Galaviz in his effort to become the Milwaukee Police Department Chief of Police (October, 2007).

Facilitated and Wrote, a compiled report of focus group findings supporting "Aging in Community: A Senior Housing Ideas Competition" sponsored by the University of Wisconsin - School of Architecture. This report represented findings generated by four on-sight meetings organized and held over a four week period in January, 2007.

Presented One-Day Seminar, *Understanding Organizational Change*, February 23, 2005, to the combined Command Staffs of the Brookfield and Waukesha Fire Departments. Upon completion of the presentation, facilitated creation of a common Mission and Vision Statements to guide long-term cooperative planning for shared community fire services. This is an on-going relationship with continued involvement in both departments' strategic planning processes.

Presented Five-Day Seminar, *Understanding Organizational Change*, March 8 - 12, 2004, Milwaukee Police Department, for command and level supervisory personnel.

Designed and Wrote "24 Hour Lockup Training", (2004-5) a comprehensive, 19 module curriculum of instruction for the Milwaukee Police Department (MPD) police officers entrusted with arrestee processing in holding cell facilities. This program was grant supported by the State of Wisconsin, Department of Justice. Included in this program is responsibility for initial MPD Train-the-Trainer and production of supplemental instructional materials. The central focus of this program was suicide prevention and enhancement of arrestee care.

**Cardinal Stritch University/College of Business and Management
Adjunct Assistant Professor (1996 – present)**

- Piloted first distance learning, computer mediated course (Management and Leadership) in the college's Distance Learning Program.
- Facilitate instruction of assigned courses primarily in Business Management (MBA, MSM & BA programs), Social Science and Liberal Arts courses (MBA, MSM, BA & ASB programs).
- Provide evaluation of newly hired instructors as a Peer Teaching Consultant (PTC).

**National-Louis University
Adjunct Faculty (1996 – present)**

- Teach Masters level courses in program Planning and Evaluation of Adult Education Programming.
- Co-develop and teach on-line: ACE 511 (Leadership Through Adult Education: Administration) and ACE 520 (Leadership Through Adult Education: Planning).
- Develop and teach in a blended on-line and face-to-face: ACL 535 (Adult Education in the Workplace).

Herzing College – Madison Campus (2003 – 2005)

Revised and Edited Herzing College – Madison Institutional Effectiveness Plan (IEP), the 2004 strategic plan.

Interim Evening Education Manager, Consultant – Curriculum Specialist (2003)

- Acted as a Staff Development Facilitator in order to instruct, mentor, and evaluate full time and adjunct faculty in teaching methods, instructional design, and professional development.
- Assisted in the recruiting, hiring, and training of instructors.
- Evaluated adjunct faculty by administering classroom observation, and review same with instructors to provide appropriate feedback and ensure instructional improvement.
- Supported four faculty committees (Evaluation and Assessment, Professional Development, Madnet, and General Education).
- Created and articulated a campus wide method for syllabi placement and maintenance utilizing a state-of-the-art teaching support software program called Madnet.
- Created and/or revised campus manuals for both the Evening Manager Position and Campus personnel.
- Provided assistance and consultation to evening students on an as needed basis.
- Assisted in the creation of a Comprehensive Orientation program for Herzing College – Madison faculty (full time and adjunct).
- Interpreted and enforced Herzing College Policies and Procedures.
- Completed a two-year cycle of program development that encompassed initial defining of Herzing College system wide program outcomes through creation of syllabi revision of over 50 courses. This process completed an evaluation and assessment cycle that was based on consensus building between a wide range of stakeholders.
- Instructed and supported local faculty in the formulation and implementation of a comprehensive systematic procedure for course syllabi creation that meshes with an emerging campus wide evaluation and assessment methodology.

Adjunct Associate Professor – Madison Campus (2003 – 2005)

- Taught assigned classes in both on-line (distance) and face-to-face instructional delivery venues.

Herzing, Inc. (Milwaukee Headquarters) – Director of Educational Programs (2001 – 2002)

- Chaired five Corporate Program Committees and formulated curriculum revision methods that restructured program objectives to encompass outcomes based criteria to guide on-going course development. This was the first stage of evaluation and assessment that was subsequently completed as a consultant at the Madison campus.
- Wrote all program outcomes resulting from data generated from the aforementioned evaluation and assessment presently incorporated in 2002 – 2003 College catalog.
- Researched and composed internal papers for campus administrators on subjects ranging from

portfolio assessment to criteria for analyzing faculty development needs.

- Researched and composed reports for two different Vice Presidents used in successful attainment of affiliation status of Herzing College with Regional Accreditor – The Council for Higher Education / North Central Association.
- Supported Corporate Executive Leadership in all phases of marketing, programming, and delivery of educational products.

Corporate Administrator of On-line Education (position held in tandem with Director of Educational Programs) – Directed and administered an on-line education (www.herzing.edu/en).

- In cooperation with five academic deans (located at Herzing campuses in Atlanta, Birmingham, Madison, Minneapolis, and Orlando), increased on-line enrollment from 183 students to 302 in a 1 ½ year period.
- Supported design and implementation of 2 complete on-line programs (Bachelor Degree in Technology Management and Diploma in Website Design).
- Researched needs and wrote faculty on-line manual setting standards for faculty development.
- Conducted faculty training and development for instructors teaching on-line courses.
- Developed and administered budgeting and expense allocation procedures for on-line programming.
- Directed all phases of on-line vendor service, support and improvement.

American Academy of Allergy Asthma & Immunology

Director of Continuing Medical Education (2000 – 2001)

- Administered the maintenance of a Department of Continuing Medical Education (CME) database tracking of the Academy's CME endeavor.
- Work with Academy Fellows on enhancing teaching effectiveness.
- Evaluated and assessed CME course quality.

Cardinal Stritch University/College of Business and Management

Curriculum Director (1996 – 1999)

- Administered the creation and maintenance of over 150 under-graduate and graduate courses within a college that specializes in accelerated, night school based, adult education through a three person staff.
- Facilitated the preliminary development of the curriculum for new Masters Degree in Business Administration for Health Care Executives and Masters Degree in Financial Services.
- Hired and coordinated the work of authors in a wide range of professions.
- Conducted research in the efficacy of the cohort, accelerated learning model.
- Evaluated course effectiveness and coordinated revisions.

University Responsibilities as Curriculum Director

- Served on University Distance Learning and Graduate Curriculum Committees.
- Mentored adjunct faculty in the College of Business and Management.

Research and Evaluation In Adult Continuing Education (RE/ACE), Northern Illinois University/ Project Coordinator (1994 – 1996)

- Coordinated and participated in client evaluations.
- Compiled Register of Dissertations in Adult Education.
- Created and produced video educational material related to the field of adult education.
- Advised clients on customized evaluation programming while teaching same to those customers.
- Supported curriculum re-designs and co-taught LEAC 610 Educational Evaluation In Adult Education and LEAC 670 Leadership In Adult Continuing Education.

Educational Research and Services Center/Research Associate (1993)

- Conducted and evaluated both focus groups and individual interviews relevant to special education.
- Conducted research on primary and secondary education as assigned.

Training Systems, Inc. /Sales Manager (1990 – 1991)

- Managed three people in a commissioned sales force.
- Advised clients while selling full line of management training products.
- Designed and revised curriculum for sales training, time management training, and presentation skills courses.

Conomy Career Centers Sales/Management Trainer (1988 – 1990)

- Sold training programs as certified Wilson Learning Sales Trainer and Priority Systems Trainer
- Taught all to select clients.

HLW/CCS Video/Director of Production (1987 – 1988)

- Trained and managed six-person department.
- Produced both video and print materials for use in commercial advertising.

Ebsco Subscription Services/Sales and Account Representative (1983 – 1987)

- Sold a full product line focused on utilization of computers to facilitate purchasing library periodicals.
- Presented lecture series for schools of library science designed to improve library-purchasing operations.

3M Corporation/Web-Publication Specialist (1980 – 1983)

- Increased sales and implemented product training in the 4/color web-offset publication printing industry.
- Assessed customer needs.
- Evaluated new product applications.

Adcom/Quaker Oats Corporation/Print Production Manager (1976 – 1980)

- Produced graphic art advertising materials.
- Designed and implemented a lecture series designed to increase management understanding of print production methods.

Oak Hill Academy/Assistant Principal, Media Director and Teacher (1970 – 1976)

- Taught American history, political science, art, and photography. Note: Oak Hill is a private 9-12 boarding high school located in Virginia noted for its outstanding academic and athletic programs.
- Created and managed A/V production facility.
- Designed and implemented faculty media usage program.

Education

Doctor of Education, 1995, Northern Illinois University, DeKalb, IL Major: **Adult Continuing Education**. Cognate: Instructional Technology
Dissertation Title - *An historically based description of adult education dissertations: Perceptions resulting from the creation of an evolutionary classification schema for the field of adult education*

Master of Arts, 1974, Appalachian State University, Boone, NC Major: **Education Communications (Instructional Technology)** Minor: Political Science.

Bachelor of Arts, 1970, Rockford College, Rockford, IL Major: **American History** Minor: Fine Arts.

Teaching Licenses

High School Teaching Certification in the States of *Virginia* and *Illinois* in American History, Government, Social Studies and Art.

Certifications

Professional certification to instruct police diversity and ethics training. Issued by *The National Institute of Ethics* (Ethics Instructor) and *Institute for Law Enforcement Administration* (Teaching Diversity Train-the-Trainer). Trained in both Restorative Justice and the utilization of Peace Circle methods of community restoration.

Military Service

United States Marine Corps, 1963-1966 (Vietnam Veteran)

Professional Organizations

American Association of Adult Continuing Education (AAACE), American Society of Training & Development (ASTD), Kappa Delta Phi

Volunteer Affiliations

Sherman Park Community Association, 1996-present.

Agency Representative on the Milwaukee Commission of Police Community Relations (MPCPR), 2008-present;

First Vice President and Member – Executive Committee 2004-present;

Member – Board of Directors 2003-present;

Member Public Safety Committee and Agency Representative to Police Districts 3 & 7 2008-present; Member Historic Preservation Committee (2008 – present); and

SPCA Representative – Board Member Burleigh Avenue BID (2010 – present).

Rockford College, Rockford, Illinois

Alumni Board Member 2005-present; and

Chair of the Alumni Awards Committee.

Milwaukee Interfaith Committee on Restorative Justice, 2008 – present. Member and Secretary.

Milwaukee Homicide Review Commission, 2008 – present. Member.

Milwaukee Preservation Alliance, 2005 – present. Member.

Washington High School of Information Technology Advisory Committee, Milwaukee Public Schools (MPS). 2008 – present. Member.

Milwaukee Area Council (MAC), Boy Scouts of America, 1996 – present.

Camp Commissioner, MAC;

Course Director, Adult Leader Training 1997-2000.

Chicago Area Council (CAC), Boy Scouts of America, 1976-1996.

Assistant Chairman-Boy Scout Adult Training, CAC, 1991-1992;

Silver Beaver Recipient CAC, 1989; and

Woodbadge Staff 1992.

Evidence of Scholarship/Professional Accomplishment

“Accelerated Adult Business Education: Is Higher Education Being Compressed into A Form of Training and Development?”, Roundtable Discussion at *The Second Eastern Regional Adult Education Research Conference*, Pennsylvania State University, March 16–18, 2000.

“Adult Education: An overview of the role it plays in peace/non-violence education”, a co-presentation at first annual Conference On Peace/Peacemaking, April 17, 1998. Special emphasis was given to the application of Study Circles to peace education.

“Visioning in continuing professional education via paradigm shifts in research activities: A pragmatic approach”, Chapter I in *Continuing professional education in transition: Visions for*

the professions and new strategies for lifelong learning, 1998, edited by Dr. William Young, Melbourne: Krieger Publishing Company.

Text Second Reader for *Chapter Four*, Nickles, W., McHugh, J., and McHugh, S. Understanding Business. (1997). 5th Ed. Chicago: Irwin/McGraw-Hill.

"A system for discerning and analyzing the present state of adult education dissertation research", in New Horizons in Adult Education, Spring, 1997, V.11, Num. 1, a referred electronic journal published through Nova Southeastern University, Programs for Higher Education, at aednet@pulsar.acast.nova.edu.

"Adult education: Exploring a different educational world", Faculty Development Committee sponsored presentation to the Cardinal Stritch College community, December 2, 1996.

"Refuting the critics: Making the case for dissertations being representative of the latest research in adult education", presentation at *Commission of Professors of Adult Education Conference*, AAACE, Kansas City, Missouri, November 3, 1995.

"Using the visual arts as a formal pedagogic tool: Arguing for enhancing instructional techniques in graduate education", a paper co-written with Professor Deborah L. Smith-Shank and presented at the *Midwest Philosophy of Education Society* meeting, Chicago, Illinois, November 11, 1994. Published in the *Journal of the Society*.

"Perceptions resulting from the creation of the RE/ACE dissertation register", presentation at *Commission of Professors of Adult Education Conference*, AAACE, Nashville, Tennessee, November 4, 1994.

"C.S. Pierce and interpretive research in education", chaired a participative discussion by the Student Commission for the Use of Interpretive Theory in Education at the *Mid-Western Educational Research Association Annual Meeting*, Chicago, Illinois, October 13, 1994.

"Ignored research in adult education", a review of the scope and purpose of the RE / ACE Register of Dissertations In Adult Education presented at *The 1994 International History of Education Symposium*, NIU.

"Synchronic reliability in qualitative research", *1993 Research Symposium- Knowledge Production and Educational Change for Democratic Renewal*, NIU. Published in Thresholds In Education Vol. XX. Nos. 2&3, May and August 1994.

Attended 2001 North Central Association Annual Conference, November 2001, Chicago Illinois in preparation for visitation of Evaluation Committee to Herzing College.

Conducted On-line Faculty Development, June 2001, May, November 2002, and January 2003. Atlanta, Georgia (June) and Madison, Wisconsin (May, November, and January) Herzing College Campuses.

Attended Continuing Education Seminar, March 23, 2004, on "Emerging Compensation and Benefit Strategies" presented by Tim Haas, President, Aspen Partners, LLC through Resources Connection, Milwaukee Wisconsin.

Attended Cardinal Stritch University Conference, April 17-18, 2004 at Lake Geneva, WI: *Academic Service Learning*.

Conducted Luncheon Seminar, February 17, 2005 for the Greater Milwaukee Chapter of the Association of Fundraising Professionals (AFP) on *Outcome Based Objective Writing*.

- Attended "Rethinking Neighborhood Change Seminar"**, November 30 - December 1, 2005, Sponsored by the Greater Milwaukee Council.
- Presented Luncheon Seminar**, Milwaukee County Police Chiefs, August 23, 2005, *An Alternative Approach to Building Interdisciplinary Alliances.*
- Attended Continuing Professional Development Seminar**, August 29, 2006. *What the Best College Teachers Do.* A presentation by Dr. Ken Bain sponsored by Carroll College/Wisconsin Association of Independent Colleges and Universities. Synopsis available at www.drtoomlifvendahl.com
- Completed Ten Week Milwaukee Police Department Citizens Academy**, March 13 – May 22, 2007. This was a comprehensive program of instruction designed to familiarize residents of Milwaukee with the organizational structure, mission, and operational procedures of the Department.
- Participated in Search & Seizure Seminar**, Milwaukee Sheriff's Academy, August 14, 2007. This was an in-depth review of current court cases involving illegal searches' conducted by law enforcement agencies.
- Participated in The Future of Community Justice in Wisconsin Conference**, Marquette University, February 19 & 20th, 2009. This was a set of lectures and breakout sessions focused on enhancement of dialogue between political, cultural and jurisdictional stakeholders. The conference was designed to "encourage dialogue between community leaders and criminal justice professionals, promote official cooperation across jurisdictional lines, and facilitate creative problem solving.
- Participated in National Science Foundation Day**, University of Wisconsin-Milwaukee, March 6, 2009. This was a Proposal and Merit Review program designed to increase success at applying for NSF Grant Funding.
- Conducted In-service Training**, Milwaukee Police Department District 7 on "Police Customer Service", March 5, 2010. This program generated an upgrade of the Station Lobby Area and desk manning responsibilities. Further work with the MPD is awaiting approval.
- Commencement Speaker**, June 6, 2010. Topic: "Admonitions for Business Success, Kaplan College.
- Created Comprehensive Visual Presentation**, (Photographs and PowerPoint™ - June, 2010) for the Sherman Park Community Association. This presentation is designed to represent and promote both the non-profit and our community to Milwaukee's Historic Preservation Community. PPT represents the type of work I do.



Legislation Details (With Text)

File #: 100883 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Marna Boyle to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 10

Attachments: Reappointment Letter, Resume, Attendance Record, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100883

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Marna Boyle to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Drafter

Mayor

TB

11/3/10

November 3, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to reappoint the following persons to the Business Improvement District Board #10 (Avenues West):

Marna Boyle
Pettibone Mansion
2051 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

Dan Naumann
Marquette Laundry, Inc.
P.O. Box 1881
Milwaukee, Wisconsin 53233

Rick Wiegand
Ambassador Hotel
2308 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 921091 with operating plan attached. The terms will commence upon taking of the oath of office.

I trust these reappointments will have the approval of your Honorable Body.

Respectfully submitted,



Tom Barrett
Mayor

VITA

Boyle, Marna E., Ed. D.
Associate Professor
Appointed 1976

ACADEMIC DEGREES

Ed. D. Nova University	1984	Higher Education
University of Wisconsin	1976	Learning Disability Certification
M.S. University of Wisconsin	1974	Mental Retardation
B.A. College of St. Teresa	1964	Major English Minor History

PROFESSIONAL EXPERIENCE

2009-Present	Cardinal Stritch University Associate Professor Special Education Department
1990-2009	Cardinal Stritch University Vice President for Academic Affairs/Dean of Faculty
1976-1989	Cardinal Stritch College Associate Professor Special Education Department – Graduate and Undergraduate Divisions
Summer 1977	Alverno College Instructor, Graduate Division, Learning Disabilities
1975-1976	Highland Bluff Educational Center Substitute Teacher
1968-1971	Milwaukee Area Technical College Instructor, Evening Division
1968-1971	Milwaukee Public School System Teacher, educable Mentally Retarded
1967-1968	St. Mary's Academy Teacher, Reading Program
1965-1968	Milwaukee Area Technical College Instructor
1965-1967	Milwaukee Public School System

Teacher, Educable Mentally Retarded and English

Summer 1965 Milwaukee County Children's Home
Teacher

CREATIVE CONTRIBUTIONS

Quiddity – Publication of Sts. Cecilia and James School, "A Gift for a Lifetime," Spring 1989

Other Scholarly Works

Dissertation Topic – *The Assessment and Design of a Faculty Development Program for Cardinal Stritch: A Proposed Model*, 1984

COLLEGIATE ASSIGNMENTS

1986-1989 Member, Teacher Education Committee
Chairperson, Faculty Advisory Council
Coordinator, Decision making Seminar
Coordinator, Field Experiences
Member, Graduate Special Education Committee
Member, Task Force on Governance
Member, president's Institutional Planning Committee
Chairperson, Program Subcommittee of the President's Institutional Planning Commission
Member, Scholl Scholarship Committee

1980-1985 Member, Teacher Education Committee
Member, Rank and Tenure Committee
Chairperson, Faculty Welfare and Development Committee
Advisor, Graduate Students in Mental Retardation and Undergraduate Advising
Member, Admission Search Committee
Chairperson, College Supervisors
Counselor, Kappa Delta Pi
Counselor, Student Council for Exceptional Children
Coordinator, Field Experiences
Director, Student Teaching
Division II Corporate Campaign for Jubilee, 1987
Coordinator, Decision Making Seminar
Ecclesiastic Higher Education Committee Member
Admissions and Recruiting Representative Speaker – Admissions Day

MEMBERSHIP IN PROFESSIONAL AND CIVIC ORGANIZATIONS

TEMPO

Kappa Delta Pi
Council for Exceptional Children
National Association for Education of young Children

Wisconsin Council for Exceptional Children
 Wisconsin Association of Teacher Educators
 Wisconsin Independent Colleges of Teacher Education
 Association of Teacher Educators

COMMUNITY AND PROFESSIONAL ASSIGNMENTS AND ACTIVITIES

Search Committee for the Rector of St. Francis Seminary
 Member of the Archbishop's Commission on Ministerial Formation
 Capital Campaign Cabinet, Dominican High School
 Co-Emcee, Wisconsin Right to Life Dinner and Auction
 Member, Advisory Board, Child Abuse Prevention Fund
 Grants Member, Grants Committee, Child Abuse Prevention Fund
 Chairperson, Academic Committee of the Board of Trustees, St. Francis Seminary
 Member, Board of Trustees, St. Francis Seminary
 Member, Board of Governors, Mequon Country Club
 Advisory Board Member, Franciscan Center
 Jubilee Fund Committee, Cardinal Stritch College
 Representative, Wisconsin Association of Colleges for Teacher Education
 Representative, Wisconsin Independent Colleges for Teacher Education
 Member, Concordia College Lay Advisory Teacher Education Board
 Solicitor, Leukemia Association
 Member, Department of Public Instruction Higher Education Seminar
 Synod Leader, St. Cecilia Parish
 Member, First Year Mentoring Subcommittee of Wisconsin Association of Colleges for Teacher Education
 Presenter, Wisconsin Small College Leadership Conference
 Chairperson, Education Committee of Child Abuse Prevention Project
 Member, Wisconsin Improvement Program
 Member, Governance Board of Sts. Cecilia and James School
 Chairperson, Milwaukee Archdiocesan Task Force on Catholic Schools
 Chairperson, Philosophy and Goals Committee of North Central Association Team
 (Racine St. Catherine Evaluator)
 Member, Self-Study Venture Committee, Cardinal Stritch College
 Textbook Evaluator, Christopher-Gordon Publishing Co.
 Member, Lay Advisory Board, Dominican High School
 Chairperson, Governance Board of Sts. Cecilia and James School
 Member, Principal Search Committee, Sts. Cecilia and James School
 Chairperson, Feasibility and Consolidation Study, Sts. Cecilia and James School
 Consultant, Richmond School District
 Legislative Representative, Wisconsin Association of Colleges for Teacher Education
 Legislative Representative, Wisconsin Independent Colleges for Teacher Education
 Member, Teacher Education Board, Concordia College

PROFESSIONAL PRESENTATIONS

"Cyclical Self-Assessment: Measuring, Monitoring and Managing Strategic Planning"
 North Central Association of Colleges and Schools Annual Meeting

"Accreditation Issues"
Institute for Professional Development

"The New American College"
Cardinal Stritch University

"Developing a Multi-Institutional Collaboration: A Model for Success"
North Central Association of Colleges and Schools Annual Meeting

Women Deans' Luncheon
Council of Independent Colleges, 1996 and 1997

"Honor Societies"
Delta Epsilon Sigma Presentation

"Therapeutic Models for Teachers"
Council for Exceptional Children, National Convention in San Francisco

"Childhood Stress and Depression"
Muskego-Norway School District
Wisconsin Council for Exceptional Children

"Early Childhood Education Today"
Cedarburg School Board
Cedarburg Early Childhood Teachers

"Early Childhood Education in the Parish School"
Milwaukee Catholic Archdiocesan Board

"Dual Careers and Roles"
General Psychology Class

"Stress in the Life of a Teacher"
Milwaukee Teacher's Education Association

"Managing Your Stress"
Wisconsin Educational Secretaries Association

"Stress in Your Life"
Wisconsin Leadership Conference
Wisconsin Small Colleges Leadership Conference

"Motivating Learners"
James School, Racine
Parish Consolidated School

"Motivational Theory for the Classroom"
Menomonee Falls School District

"Madeline Hunter – Effective Teaching"
South Milwaukee School District
Pewaukee School District
Mequon-Thiensville School District
Germantown School District

"Motivational Theory"
Germantown School District

"Hemisphericity"
West Allis Public School District

"Motivational Theory"
Milwaukee Archdiocesan Convention

"Helping Teachers Handle Stress"
Milwaukee Teacher's Educational Association
Wisconsin Council for Exceptional Children

"How to Motivate Kids"
St. Albert's School

"How Your child Learns"
Sts. Cecilia and James School

PROFESSIONAL CONSULTING

1989	Sts. Cecilia and James School – Kindergarten Study
1988	Muskego-Norway Public Schools – Kindergarten Study
1987-19988	Mukwonago Public School District – Kindergarten Study
1987-1988	St. Joseph's Parochial School - Kindergarten Study
1987	Richmond Public School District - Kindergarten Study
1986-1989	Wisconsin Association of Colleges for Teacher Education
1986-1989	Wisconsin Independent Colleges for Teacher Education
1986-1989	Concordia College Lay Advisory Teacher Education Board
1986-1989	Department of Public Instruction Higher Education Seminar
1986-1989	Education Committee of Child Abuse Prevention Project
1986-1989	Wisconsin Improvement Program



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100883

Reappointment of Marna Boyle to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the **Community and Economic Development Committee Meeting to be held on November 15, 2010.**

- Number of meetings held: 14
- Number of meetings attended: 14
- Number of excused absences: 0
- Number of unexcused absences: 0

Please return this information to Char Rodriguez, Council File Specialist, crodr@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,
RONALD D. LEONHARDT

Ronald D. Leonhardt



Legislation Details (With Text)

File #: 100885 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Dan Naumann to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 10

Attachments: Reappointment Letter, Resume, Attendance Record, Mayor's Office, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100885

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Dan Naumann to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Drafter

Mayor

TB

11/3/10

November 3, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to reappoint the following persons to the Business Improvement District Board #10 (Avenues West):

Marna Boyle
Pettibone Mansion
2051 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

Dan Naumann
Marquette Laundry, Inc.
P.O. Box 1881
Milwaukee, Wisconsin 53233

Rick Wiegand
Ambassador Hotel
2308 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 921091 with operating plan attached. The terms will commence upon taking of the oath of office.

I trust these reappointments will have the approval of your Honorable Body.

Respectfully submitted,



Tom Barrett
Mayor

RESUME

Daniel P. Naumann

EDUCATION

University of Southern Mississippi -- BSBA 1983

EXPERIENCE

Sprinkmann Sons - Milwaukee, WI
Operations manager 1983-1992

Great Lakes Commercial Sales - Brookfield, WI
Vice President/General Manager 1992 - present

Marquette Laundry Inc. - Milwaukee, WI
President

AFFILIATIONS

Coin Laundry Association - Downers Grove, IL - Past Chairman
Member 1998-2009

BID # 10- Avenues West - Milwaukee, WI - Board of Directors

Children's Community Center - Menomonee Falls, WI - Board of Directors

Avenues West Merchants Association - Milwaukee, WI

St John Vianney Parish - Brookfield, WI



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100885

Reappointment of Dan Naumann to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the **Community and Economic Development Committee Meeting to be held on November 15, 2010.**

- Number of meetings held: 19
- Number of meetings attended: 6
- Number of excused absences: 13
- Number of unexcused absences: 0

Please return this information to Char Rodriguez, Council File Specialist, crodri@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,
RONALD D. LEONHARDT



Legislation Details (With Text)

File #: 100887 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Rick Wiegand to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 10

Attachments: Reappointment Letter, Resume, Attendance Record, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100887

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Rick Wiegand to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Drafter

Mayor

TB

11/3/10

November 3, 2010

To the Honorable, the Common Council
of the City of Milwaukee

Honorable Members of the Common Council:

I am pleased to reappoint the following persons to the Business Improvement District Board #10 (Avenues West):

Marna Boyle
Pettibone Mansion
2051 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

Dan Naumann
Marquette Laundry, Inc.
P.O. Box 1881
Milwaukee, Wisconsin 53233

Rick Wiegand
Ambassador Hotel
2308 West Wisconsin Avenue
Milwaukee, Wisconsin 53233

These reappointments are pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 921091 with operating plan attached. The terms will commence upon taking of the oath of office.

I trust these reappointments will have the approval of your Honorable Body.

Respectfully submitted,



Tom Barrett
Mayor

Richard A. Wiegand

Birth Date / Age / Place April 24, 1959 (51) Milwaukee

Marital Status Married to Carol A. Wiegand

Children Ricky (19) and Taylor (17)

Home Address 18250 Hoffman Avenue, Brookfield, WI 53045

Work Address / Phone 2308 W Wisconsin, Milwaukee, WI 53233
Phone 414-345-5900 Fax 414-931-0279

Education 1977 Graduated from Brookfield East High School
1981 Graduated from Marquette University in
Business Administration - Finance

Work Experience 1979 - present - owner of Wiegand Enterprises
Acquisition and management of investment real estate,
specializing in revitalizing distressed properties in
Milwaukee neighborhoods
1995 - present - owner of Ambassador Hotel

Certifications Licensed Wisconsin Real Estate Broker since 1979

Awards 1997 Avenues West Association Impact Award
"In Recognition of Activities Resulting in Substantial
Positive Impact on the Avenues West Neighborhood"
Various other awards associated with the redevelopment of
the Ambassador Hotel.



City Hall, Room 205
200 E. Wells Street
Milwaukee, WI 53202
(414) 286-2221



Office of the City Clerk

Re: Common Council File Number 100887

Reappointment of Rick Wiegand to the Business Improvement District Board No. 10 (Avenues West) by the Mayor. (4th Aldermanic District)

Dear Sir/Madam,

In accordance with Common Council resolution File Number 65-2210, adopted November 30, 1965, all reappointments are to be referred to an appropriate standing committee.

Under this policy, the appropriate committee is to be informed in writing of the incumbent's attendance record during his/her last term of service.

Please provide the following required information and return immediately to our office for consideration at the **Community and Economic Development Committee Meeting to be held on November 15, 2010.**

- Number of meetings held: 19
- Number of meetings attended: 18
- Number of excused absences: 1
- Number of unexcused absences: 0

Please return this information to Char Rodriguez, Council File Specialist, crodri@milwaukee.gov, City Clerk's Office, Room 205, City Hall.

Very truly yours,
RONALD D. LEONHARDT



Legislation Details (With Text)

File #: 100819 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2011 community development activity and to authorize execution of contracts and subcontracts by City departments.

Sponsors: THE CHAIR

Indexes: CITY ATTORNEY, CITY CLERK, COMMUNITY BLOCK GRANT ADMINISTRATION, COMMUNITY DEVELOPMENT BLOCK GRANT, COMPTROLLER, DEPARTMENT OF ADMINISTRATION, DEPARTMENT OF CITY DEVELOPMENT, DEPARTMENT OF NEIGHBORHOOD SERVICES, DEPARTMENT OF PUBLIC WORKS, FIRE DEPARTMENT, HEALTH DEPARTMENT, PUBLIC LIBRARY, REDEVELOPMENT AUTHORITY

Attachments: Cover Letter, Contracts and Agreements, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100819

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2011 community development activity and to authorize execution of contracts and subcontracts by City departments.

Analysis

This resolution authorized and approves modifications to the contract to be used by the Community Development Grants Administration for 2011 community development activity; and authorized the execution of subcontracts and contracts by City departments receiving Community Development Block Grant funding in 2011.

Body

Whereas, The Common Council of the City of Milwaukee has previously approved funding recommendations for the City's 2011 Community Development Block Grant program in Resolution No. 100707, 100708, 100709, 100710 and 100711, (hereinafter referred to as the "2011 CDBG Funding Resolutions"); and

Whereas, Pursuant to Common Council Resolution No. 74-92-5v, the Common Council now wishes to make certain modifications to the form of contract to be used in the implementation of the CDBG program for 2011; to authorize the execution of contracts and subcontracts by such City departments; and to authorize an Interdepartmental Cooperation Agreement to be executed by CDGA and each City department which received CDBG funding in 2011; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the form of contract for use in implementation of the 2011 Community Development Block Grant program, with entities other than City departments or agencies receiving CDBG funds, in the form on file with the Common Council in Resolution No. 100707, 100708, 100709, 100710 and 100711 (Form CDA-8, Contract for Services and Vendors) is hereby approved, subject to such revisions and modifications as may be required from time to time by the City Attorney; and, be it

Further Resolved, That the form of contract for use in implementation of the 2011 Community Development Block Grant program by City departments and agencies receiving Community Development Block Grant funds, in the form on file with the Common Council in Resolution No. 100707, 100708, 100709, 100710 and 100711 (Interdepartmental Cooperation Agreement) is also hereby approved, subject to such revisions and modifications as may be required from time to time by the City Attorney; and, be it

Further Resolved, That the various City departments identified in the 2011 CDBG Funding Resolutions (including the City Attorney, City Clerk's Office, City Comptroller, the Department of City Development, the Department of Neighborhood Services, Department of Public Works, the Health Department, the Milwaukee Fire Department, Milwaukee Public Library, RACM, and the Department of Administration,) are hereby authorized to enter into such contracts and subcontracts as may be required within the limits of the respective approved project budgets set forth in the 2011 CDBG Funding Resolutions, subject to the terms of the Interdepartmental Cooperation Agreement referred

to in the preceding paragraph and entered into between CDGA and each such City department.

Requestor

Drafter

11CONTRACT

10/26/10

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Block Grant Director

DATE: October 26, 2010

RE: Resolution for Introduction

Attached is one Original Resolution that seeks the approval from the Common Council.

If you have any questions please call Darlene Hayes at extension 3844.

Attachments

Form CDA-8 (Rev. 1-10)

CONTRACT FOR SERVICES-HOME FUNDS
City of Milwaukee
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

CONTRACT NUMBER:
DEPARTMENT: **DOA-CDGA**
DATE OF AWARD: **January 1, 2010**
FUND NUMBER:
CFDA Number **14.239**
Department Use

Distribution:

Original - DOA - CDGA
Copy 1 - Contractor
Copy 2 - Comptroller

The provisions of this Contract have been approved by the Office of the City Attorney of the City of Milwaukee.

SERVICE DESCRIPTION: See Attachment A hereto

TIME OF PERFORMANCE: **January 1, 2010 through December 31, 2010**

TOTAL AMOUNT OF CONTRACT: Not to exceed _____
DOLLARS (\$_____), and subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

THIS AGREEMENT, entered into by and between _____ (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by the Director of the City of Milwaukee Community Development Grants Administration (or the Director's designee).

Work may commence in accordance with the terms and conditions of this Contract on **January 1, 2010**, provided the grant agreement for the Community Development Grants Administration from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee or the Common Council of the City of Milwaukee has established other temporary appropriation authority for the City's Grant Program, or subject to the specific limitations set forth in Article III hereof.

WITNESSETH THAT:

WHEREAS, the Common Council of the City of Milwaukee has authorized execution of contracts and allocation of funds for the 2010 Community Development Block Grant Program and related 2010 grant programs (HOME, HOPWA, ESG) as approved under Common Council Files No: 090291, 090752, 090753, 090754, 090755, 090756 and 090865; and

WHEREAS, In furtherance of those grant programs, the CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. USE OF HOME FUNDS, RETENTION OF SERVICES AND REQUIREMENTS. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in **Attachment A** to this Contract.
 - B. Comply with requirements listed in this Contract, and all attachments hereto, with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.

- II. SCOPE OF SERVICES. A specific description of services relating to the approved CDGA Project Activity Report and approved Organization Budget Forecast is delineated in the approved **Attachment A** attached to and made part of this Contract.
 - A. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Administration as adopted by the CITY's Community and Economic Development Committee attached to and made a part of the Contract as **Attachment B**.
 - B. Any Budget Amendment or Activity Report amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than 4:00 P.M. on September 30, 2010.
 - C. The CONTRACTOR shall comply with the CITY's Performance-Based Measurement System for Grant-funded agencies. Documentation and the data sources on outcome measurements shall be reported to the Community Development Grants Administration on June 1, 2010, and again on January 14, 2011 (to be submitted with the CONTRACTOR's final cost report). (**See Attachment L.**)
 - D. The CONTRACTOR certifies that throughout the term of this Agreement, neither the CONTRACTOR nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The CONTRACTOR further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal General Services Administration's Excluded Parties List System (EPLS), which is available in electronic format and can be accessed on the internet at <http://epls.arnet.gov>. Prior to signing this agreement, the CONTRACTOR has reviewed EPLS to verify the status of any sub-recipients, contractors, and their principals.

- III. AVAILABILITY OF FUNDS:
 - A. This contract award is 100% funded under the Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the

City of Milwaukee's Community and Economic Development Committee can modify and reduce either the CONTRACTOR's compensation (as listed on page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. The Community and Economic Development Committee will notify the CONTRACTOR of any such reduction. In the event of such a modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

B. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Name:
Address:
City:

Attention:

and to the CITY at:

Community Development Grants Administration
City Hall - Room 606
200 East Wells Street
Milwaukee, Wisconsin 53202

Attention: Steven L. Mahan, Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

NOTE: All Federal regulatory citations can be accessed at www.HUD.gov. In addition, all HOME-funded agencies must adhere to the Home Investments Partnerships Program Final Rule Regulations; 24CFR 92.

V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2010 and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance and Standard of Care. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms,

conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in the City of Milwaukee.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, amounts not to exceed, in the aggregate, the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required, and that such compensation is subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.
- D. Taxes, Social Security, and Government Reporting: Personal income tax payments, income tax withholding, social security contributions, FICA, FUTA, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR, and, as more specifically provided in Section XIII of this Contract, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of the performance of (or failure to perform) such obligations.
- E. Required Contract Provisions: If the CONTRACTOR provides HOME funds to for-profit owners or developer, nonprofit owners or developer, subrecipients, homeowner, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the CONTRACTOR must have a written agreement with such entity which meets the requirements of 24 CFR §92.504 and includes the provisions set forth in the following paragraphs 1 through 9:
1. Use of HOME Funds. The HOME funds awarded under the agreement must be used for services as described in "Attachment A" to this Agreement.
 2. The agreement must state that "program income" means gross income received by the CONTRACTOR directly generated from the use of HOME funds and as further detailed in 24 CFR 570.503, and that all program income generated from the use of HOME funds under any contract with the City of Milwaukee is the sole property of the CITY and must be returned to it within five days of receipt unless otherwise authorized by the CITY.
 3. The party to the agreement must agree to comply with applicable uniform administrative requirements as described in 24 CFR §92.505, including OMB Circular A-122 and the following requirements of 24 CFR part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.
 4. The party to the agreement must agree to carry out each activity under the agreement in compliance with all applicable federal laws and regulations described in subpart H of 24 CFR part 92.
 5. The party to the agreement must agree to comply with the affirmative marketing responsibilities in accordance with 24 CFR §92.351, if the HOME funds administered pursuant to the contract will be used for housing containing five or more assisted units.

6. The agreement must provide that the HOME Program operates on a reimbursement basis, and that all claimed costs must be paid before submission of reimbursements request. Any act(s) of non-compliance will require the entire amount of HOME subsidy to be repaid to the HOME Investment Partnership Account as required by 24 CFR part 92. The CONTRACTOR may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
7. The agreement must provide that upon its expiration, the parties to the contract will transfer to the City any HOME funds on hand at the time of expiration and attributable to the use of HOME funds and any accounts receivable attributable to the use of HOME funds.
8. The agreement must provide that records shall be maintained and reports shall be submitted as more specifically set forth in sections XVI, XVII and XVIII of this Contract in order to assist the City in meeting its recordkeeping and reporting requirements.
9. The agreement must provide that, in addition to any other remedies for breach which may be available to the City at law or in equity, in accordance with 24 CFR §85.43, suspension or termination may occur if the party to the agreement materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR § 85.44.

VII. REMEDIES FOR NONCOMPLIANCE. If a CONTRACTOR materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a CITY plan or application, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances pursuant to 24 C.F.R. 85.43:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR;
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance;
- C. Wholly or partially suspend or terminate, pursuant to Article VIII, the current award for the CONTRACTOR's program;
- D. Withhold further awards for the program; or
- E. Take other remedies that may be legally available.
- F. Require repayment of all HOME funds provided to the project.

VIII. TERMINATION OF CONTRACT FOR CAUSE: In addition to the procedures set forth in 24 CFR § 85.43, if, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract, and all equipment purchased with federal funds administered by the City of

Milwaukee Community Development Grants Administration shall, at the option of the CITY, become the property of the CITY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

IX. TERMINATION FOR CONVENIENCE - 24 CFR §85.44.

A. The CITY may terminate this Contract in whole or in part with the consent of the CONTRACTOR, in which case the parties shall agree upon termination conditions, including the effective date and in the case of a partial termination, the portions to be terminated, or

B. The CONTRACTOR may terminate this Contract upon written notification to the awarding agency, setting forth the reasons for such termination and the effective date; in the case of partial termination, if the CITY determines in its sole discretion that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Article VIII or paragraph (A) of this article.

X. CHANGES. All project requests for change in performance and/or compensation will be directed in writing to the City as set forth in Article IV. The Community Development Grants Administration will then approve or disapprove the request in accordance with approved City policies and procedures established under Common Council Resolutions governing the administration of the Grant Program.

XI. METHOD OF PAYMENT. Requests for Disbursement of Funds. The HOME Program operates on a reimbursement basis. All claimed costs must be paid before submission of reimbursement requests. Any act(s) of non-compliance will require the entire amount of HOME subsidy to be repaid to the HOME Investment Partnership Account as required by 24 CFR part 92. The CONTRACTOR may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs, as more specifically set forth in Paragraph E of Attachment D. The amount of each request must be limited to the amount needed.

A. The CITY agrees that, subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth in the CDGA Project Activity Report referenced under Article II herein, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Community Development Grants Administration or its designee shall prevail. The conditions of payment are as follows:

1. Acquisition activities: Requests for reimbursement involving acquisition of property using HOME funds must be accompanied by the following documents: (1) HPG-13 – Payment Request and (2) Closing Statement.

2. Other Draws (Rehab, Holding, Taxes, etc.): Requests for reimbursement for rehab, holding, taxes and other draws, must be accompanied by the following documents: (1) HPG-13 (Payment Request) and (2) CDA-71 - Schedule of Paid Costs.

3. Final Payment: The final 10% of the appropriated amount HOME funds will be withheld until the "Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA.

4. Summary of Costs: Those development projects that involve HOME assistance to only a portion of the total number of units developed must provide a documented summary of costs. This summary will reflect all sources of revenue and expenditure as well as the ratio of HOME costs to Total Development Costs.
- B. All disbursements of HOME funds for hard costs in connection with Housing Production activities shall be made pursuant to an escrow disbursing agreement with a Title Company selected by CDGA.
- C. Compensation and/or reimbursement for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CDGA approving officer.
- D. Payment Reimbursement - Cost Reports are due by the 10th day of each month and must include the following supporting documentation for reimbursement/payment:
 1. Cost Report and Schedule of Paid costs
 2. Project Activity Report and Direct benefits Status Report
 3. Property List and Status of Activity
- E. All items described in **Attachment C** titled "2010 Reporting Dates for Fiscal and Programmatic Documents," attached to and made a part of this Contract, are due to CDGA by the due date(s) as specified in Attachment C.
- F. The CITY agrees to compensate the CONTRACTOR only for activity undertaken which is reasonable and directly related to activity and completed as described in Article II.
- G. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity(ies) described in the Scope of Services set forth in Attachment A and Article II of this Agreement, provided such costs are allowable under federal regulations governing the use of Grant Program funds.
- H. If the CONTRACTOR receives CDBG or HOME funds for the purposes of acquiring, rehabilitating and selling affordable housing, or new construction of affordable housing, any reimbursements received pursuant to this Contract shall be subject to the terms and conditions set forth in the Escrow Fund Disbursing Agreement, relating to the specific affordable housing property involved and entered into between the CITY, CONTRACTOR, and a title insurance company selected by the CITY.
- I. The CONTRACTOR shall provide the CITY the source and amount of all non-Grant Program funds utilized in the performance of project activities. If a Cost Allocation plan is required under **Attachment A**, it must have the review and approval of the City Comptroller.
- J. The CONTRACTOR shall not use any of the Federal funds provided by this Contract for the payment of liabilities or costs incurred prior to January 1, 2010.
- K. All property costing \$300.00 or more per unit must be approved by CDGA. A CDGA property record form and all supporting documentation such as invoices must be submitted with the cost report in order to be reimbursed for the cost of the property.
- L. The CITY will only make reimbursement to the CONTRACTOR for sub-contractor expenses provided under the following conditions:
 1. The CONTRACTOR has properly procured the sub-contractor under Procurement requirements described in this Agreement; and,

2. An executed copy of the subcontract is on file with City Comptroller and the CITY's Community Development Grants Administration.
- M. Payment under this Contract is subject to the Prompt Payment Policy established in Common Council File No. 900859.
- N. Final Cost Reports
1. Final Cost and Program Activity Reports for 2010, including documentation and data sources on Performance Outcome Measurements, are due no later than 4:00 P.M. on January 14, 2011 at the CDGA office.
 2. All accrued costs reported on the Final Cost Report must be submitted for reimbursement to CDGA no later than 4:00 P.M. on February 11, 2011.
- O. **Prior to** disbursement of any Grant funds for the purpose of construction, acquisition or rehabilitation work on a specific property, the property and the amount of Grant funds allocated to each such property must be approved by the CITY and set-up in HUD's IDIS system.
- P. The final 10% of the project development budget shall be withheld until the Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA. Within 30 days of property sales/closing, the following documents should be submitted to CDGA:
- 1) HPG-13 Payment request
 - 2) Homebuyer/Homeowner Rehab completion form (HUD 40096).
Must include all units rehabbed at the property.
 - 3) Certificate of code compliance (all units)
 - 4) Copy of executed covenant
 - 5) Loan/Mortgage/deed restrictions documents, when required by CDGA.
 - 6) Copy of loan agreement (rental only)
 - 7) Census long form Calculation of Income Worksheet

In addition, the HUD 1 Settlement Statement should be submitted to CDGA by the close of the next business day following property sale/closing but in no event later than 30 days following property sale/closing.

- XII. REVERSION OF ASSETS. Upon expiration of this agreement, the CONTRACTOR will transfer to the CITY any HOME funds on hand at the time of expiration and attributable to the use of HOME funds and any accounts receivable attributable to the use of HOME funds.
- XIII. DEFENSE OF SUITS. In case any action is brought against the CITY or any of its officers, agents or employees for any act or omission of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged acts or omissions of the CONTRACTOR, its officers, agents or employees, whether intentional or by negligence, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender, it shall be the duty of the CONTRACTOR and CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XIV. PERSONNEL.

- A. The CONTRACTOR represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of nor have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision. Such personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. If any work or services are subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

XV. ASSIGNABILITY. To the extent permitted by law, the CONTRACTOR shall not assign any interest in this Contract nor shall it transfer any interest in same (whether by assignment, substitution of parties or any other manner), without the prior written consent of the CITY, provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XVI. REPORTS. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal as described **Attachment C** hereto. These data-collection instruments will be a part of CDGA's monitoring and evaluation of the CONTRACTOR's activities. Reimbursement requests will be held until specific report deadlines are met.

- A. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he/she will not, without prior written approval from the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
- B. The aforesaid documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR other than as herein specifically provided. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY at the effective date of such termination.
- C. Agencies must acknowledge the receipt of Federal funds in literature and promotional materials in the following manner: "This project is funded in part through a grant administered by the City of Milwaukee Community Development Grants Administration," or similar acknowledgement. The use of the CDGA Department logo is also acceptable and can be obtained by contacting CDGA.

XVII. RECORDS.

UNIFORM ADMINISTRATIVE REQUIREMENTS. The CONTRACTOR will comply with the applicable uniform administrative requirements as described in 24 CFR §92.505, including OMB Circular A-122 and the following requirements of 24 CFR part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of 5 years after the affordability period terminates after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed and approved payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
- C. Client/Beneficiary records. CONTRACTOR shall maintain records of all individuals and families served. This information shall include name, address, income level, racial makeup, and these shall be made available upon request.
- D. Other Program Requirements. The CONTRACTOR shall carry out each activity under this agreement in compliance with all federal laws and regulations described in subpart H of 24 CFR part 92 (except that the CONTRACTOR does not assume the City's responsibilities for environmental review under §92.352 and the intergovernmental review process in §92.357 does not apply).

XVIII. REPORTS AND INFORMATION. In addition to the reports and information provided for in **Attachment C** hereto, at such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Contract.

XIX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY (or if federal or state grants or aids are involved, the appropriate federal or state agency) may deem necessary, the CONTRACTOR shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

XX. FINDINGS CONFIDENTIAL. Except as required by section 19.35, Wis. Statutes (the Public Records Law), all of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States government, without the prior written approval of the CITY. The City shall comply with the Public Records Law (Section 19.35 Wis. Stats) in connection with such records and the CONTRACTOR shall cooperate with the City in responding to any such requests.

XXI. CONFLICT OF INTEREST (pursuant to 24 CFR 570.611, 24 CFR 85.36 and OMB Circular A-110).

- A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any financial interest, direct or indirect, in this Contract.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any financial interest, direct or indirect, in this Contract.
- C. Interest of CONTRACTOR and Employees. The CONTRACTOR covenants that no person described in Article XXI, A and B above, who presently exercises any functions or responsibilities in connection with the Contract has any financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or his/her employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

CONFLICT OF INTEREST with respect to HOME Funds (pursuant to 24 CFR § 92.356

- A. In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the CONTRACTOR covenants and agrees that it will comply with the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of paragraph (B) below shall apply.
- B. Conflicts prohibited. The CONTRACTOR covenants and agrees that no persons described in paragraph (C) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, shall obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- C. Persons covered. The conflict of interest provisions of paragraph (B) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY or the CONTRACTOR.
- D. Owners and Developers. The CONTRACTOR covenants and agrees that no owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) shall occupy a HOME-assisted

affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

E. LOBBYING.

1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXII. DISCRIMINATION PROHIBITED.

- A. EXECUTIVE ORDER 11246 - AFFIRMATIVE ACTION. The CONTRACTOR agrees that it will be bound by the Equal Opportunity Clause as set forth in its entirety in **Attachment D** hereto, with respect to its own employment practices when it participates in federally assisted construction work. However, if the CONTRACTOR so participating is a state or local government, the Equal Opportunity Clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on, or under this Contract.
- B. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. The CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973, 29 USC §§793 and 794), as set forth in **Attachment E** hereto.
- C. The CONTRACTOR agrees to comply with the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, et. seq., and agrees to require the same of any subcontractor.
- D. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- E. FAITH-BASED ORGANIZATIONS. In providing services under this Agreement:
 1. The CONTRACTOR shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the services provided and funded under this agreement. Any such activities must be offered separately, in time or location, from the services performed and funded under this agreement, and participation must be voluntary for the beneficiaries of the services performed and funded under this agreement.

2. The CONTRACTOR shall not, in performing services under this agreement, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Affirmative Marketing. The CONTRACTOR agrees to comply with the affirmative marketing responsibilities in accordance with 24 CFR §92.351, if the HOME funds administered pursuant to the contract will be used for housing containing five or more assisted units.
- XXIII. WORKERS' COMPENSATION INSURANCE. The CONTRACTOR, and all subcontractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.
- XXIV. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- XXV. INSURANCE. The CONTRACTOR must provide the CITY with proof of insurance coverage as prescribed by the City Attorney of the City of Milwaukee and set forth in **Attachment G**. Should the CONTRACTOR's insurance expire at anytime during the term of this Contract, the CITY will terminate the contract as prescribed in Article VIII of this Contract.
- XXVI. PROGRAM INCOME_ "Program income" means gross income received by the CONTRACTOR directly generated from the use of HOME funds and as further detailed in 24 CFR 570.503. When such income is generated by an activity that is only partially assisted with HOME funds, the income shall be prorated to reflect the percentage of HOME funds used:
- A. All program income generated from the use of HOME funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of HOME program income is governed by the authority granted by the Community and Economic Development Committee under its current Revolving Fund Policies (attached to and made a part of this Contract).
 - B. During or upon expiration of this Contract, all program income as defined in 24 CFR 570.503 must be returned to the CITY unless otherwise authorized by CDGA.
 - C. Notwithstanding the foregoing, if CONTRACTOR is engaged in Housing Production activities under this Agreement, all program income generated by CONTRACTOR from the sale of a property may be retained by CONTRACTOR for the use on other eligible housing activity ***with Prior approval by CDGA***. In order to retain such program income, the CONTRACTOR must reflect the sale of the property on the monthly cost report, and submit the following documents to the Community Development Grants Administration within 30 days of the date of sale (closing) for each property:

1. Closing statement showing purchase price of house
2. Loan document(s) from bank indicating total amount of loan
3. Amount of agency funds invested in property identified by check number, date and vendor name, description and dollar amount
4. Amount of grant funds invested in property

XXVII. EQUIPMENT. The CONTRACTOR shall grant the City a first priority security interest in any item of equipment costing \$1,000.00 or more per unit for which reimbursement of the purchase price is requested pursuant to this agreement. Documentation of the grant of such security interest and the filing of a UCC financing statement with respect thereto shall be provided to the City at the time reimbursement is requested. The CONTRACTOR may not assign or otherwise encumber in any way the equipment and supplies purchased using Federal funds without prior written consent of the CITY. This provision shall be binding upon respective successors or assignees.

XXVIII. AUDITS. If the CONTRACTOR expends \$500,000 or more in total Federal Funds during the CONTRACTOR'S fiscal year, the CONTRACTOR is required to have an audit conducted in accordance with the requirements of OMB Circular A-133, as in effect at the close of the calendar year in which this Contract is awarded. All audits are required to be completed and delivered to the CITY-CDGA no later than six (6) months following the end of the CONTRACTOR'S fiscal year. In the event the CONTRACTOR is not funded for a subsequent year, the CONTRACTOR must provide the CITY with a signed commitment from a Certified Public Accounting firm to conduct such an audit. This commitment must be provided prior to the expiration of the current Contract. Failure to provide this commitment will result in the CITY withholding from the current Contract a sum sufficient in the CITY'S judgment to enable the completion of such an audit.

Pursuant to OMB Circular A-133, the CITY hereby gives notice that the U.S. Department of Housing and Urban Development is providing the grant funds subject to this agreement. The CFDA number for HOME funds is 14.239.

XXIX. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS

A. Procurement Procedures: Proper procurement procedures must be followed in order to secure any goods and services to be purchased (or reimbursed) with City funds, including the selection of contractors, suppliers and related vendors. As such, City of Milwaukee funded housing production agencies must adhere to the following procurement procedures:

1. Contracts and Purchases under \$1,000 - An agency shall select the source that provides the most appropriate product, at a price most reasonable for the project. In addition, a Property records form must be completed and submitted to CDGA for all purchases of \$300 or greater.
2. Contracts and Purchases From \$1,000 to \$10,000- An agency must document that it has contacted at least three bonafide sources and has selected the source that provides the most appropriate product, at a price most reasonable for the project.
3. Contracts and Purchases From \$10,001 to \$50,000 - Agencies must request proposals from at least three bonafide sources. Requests for proposals must be in writing and provide all contractors, vendors, and suppliers the same information and opportunity to "walk-through" a project, if appropriate. Additionally, copies of all bids received and a bid tabulation sheet that justifies

contractor selection must be maintained for each project. In order for a bid to be acceptable, it should be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and/or materials and services to be provided.

4. Contracts and Purchases Greater than \$50,000 - All Requests for Proposals greater than \$50,000 must be advertised in either the Milwaukee Journal Sentinel or the Daily Reporter. Additionally, copies of all bids received and a bid tabulation sheet that justifies contractor selection must be maintained for each project. In order for a bid to be acceptable, it must be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and or materials and services to be provided. Failure to follow these procurement procedures will result in a Finding during a CDGA monitoring visit and may require the agency to "payback" all Federal funds disbursed using non-Federal funds.
 5. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards is submitted to and approved by CDGA.
- B. Contractor Award Criteria: City of Milwaukee funded housing agencies should adhere to the following criteria when selecting contractors to perform production activities:
1. Contracts may not be awarded to debarred, suspended, or otherwise ineligible contractors. The CONTRACTOR must comply with all Federal, State, and Local laws, rules and regulations, in addition to the provisions of Section II.D. of this Agreement. The City of Milwaukee will not pay for work performed by any firm that is de-barred or not otherwise eligible to be awarded work. The Agency is responsible for reviewing the HUD debarred and suspended list, and for rejecting bids from ineligible contractors. The list is updated regularly and can be accessed via the internet at: <http://epls.arnet.gov/> Only the eligibility of the prime contractor must be verified and documented. Subcontractor clearance is the responsibility of the prime contractor
 2. The contractor/vendor will provide products and service that meet the appropriate specifications, including start and completion time requirements.
 3. The firm is a bona fide business with experience in the work they are proposing to do.
 4. The company has a good record of doing business and/or a good reputation with customers, peers, and suppliers.
 5. The business has all required licenses, certifications, and qualifications.
 6. The price is competitive, reasonable and market-based (as explained in paragraph 8 below).
 7. Utilize to the greatest extent possible, a Minority, Women-Owned, or Disadvantaged Business Enterprise.
 8. CDGA seeks to purchase from local (i.e. City of Milwaukee-based) vendors/contractors. ***Unless there are extenuating circumstances, a lower quote may not be "reasonable and market-based" if it deviates from staff's cost estimate and/or the average of the other bidders' prices by 15% or more.***

9. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards is submitted to and approved by CDGA.

C. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102: The CONTRACTOR will comply with all applicable provisions of OMB Circular A-102 and 24 CFR § 85.36, (as amended) relating to procurement procedures with federal grant funds, as more specifically set forth in Attachment I hereto. (CIRCULAR A-102 may be amended from time to time.

D. BONDING and INSURANCE (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110 as amended 09-30-1999)

1. A state or local unit of government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payments bonds except for contracts exceeding \$100,000, the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E. CONTRACTOR shall comply with all applicable provisions of the Standards for Grantee Financial Management System. (Subpart C.21) RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.

F. CONTRACTOR shall comply with all applicable provisions of the Property Management Standards (Subpart C.32). RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.

G. CONTRACTOR shall comply with all applicable provisions of the Cost Principles for State and Local Government. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, as amended.

H. CONTRACTOR shall comply with all applicable provisions of the Cost Principles for Nonprofit Organizations. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, as amended 05-10-2004.

XXX. OTHER PROVISIONS.

A. COPYRIGHTS. If this Contract results in book or other copyright-able materials, the author is free to copyright the work, but the appropriate federal agency involved reserves

a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

- B. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.
- C. LEAD-BASED PAINT. 24 CFR Section 570.608 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this agreement, it is subject to the lead-based paint regulations set forth in 24 CFR Part 35.
- D. "SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u)). The CONTRACTOR agrees to comply with the provisions set forth in **Attachment H** hereto relating to Section 3 of the Housing and Urban Development Act of 1968.
- E. COMPLIANCE WITH AIR AND WATER ACTS. With respect to non-exempt transactions to carry out the purposes of the Housing and Community Development Act of 1974, the CONTRACTOR shall be required to provide:
 - 1. A stipulation by the CONTRACTOR or subcontractor that any facility to be utilized in the performance of any non-exempt Contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - 2. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1657c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 208, and all regulations and guidelines issued thereunder.
 - 3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
 - 4. Agreement by the CONTRACTOR that it will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this section in every non-exempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

XXXI. FAIR HOUSING. The CONTRACTOR will comply with all requirements of 24 CFR Part 14, dated January 23, 1989 and the CITY's ordinance, Common Council file 892540, adopted October 16, 1990, with regard to all Fair Housing issues.

XXXII. FEDERAL LABOR LAWS.

- A. 40 USC § 3701 (formerly the Contract Work Hours and Safety Standards Act). All contracts in an amount in excess of \$100,000 shall include a provision mandating

compliance with section 40 U.S.C. section 3701 concerning Contract Work Hours and Safety Standards.

- B. Copeland Anti-Kickback Act. All contracts for construction and repair shall include a provision mandating compliance with the Copeland "Anti-Kickback" act (42 USC 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- C. Davis-Bacon Act. Except with respect to the rehabilitation and /or new construction of residential property designed for residential use for less than twelve Units, the CONTRACTOR and any subcontractors engaged under contracts for the construction, execution, completion or repair of any building or work financed in whole or in part with HOME funds under this Contract shall comply with the Davis-Bacon Act (40 USC 276a) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5); however, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligations, if any, or require payment of higher rates.

XXXIII. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. In addition to the requirements as set forth herein, the CONTRACTOR or subcontractor performing any work or furnishing any materials hereunder shall comply with all applicable federal and state laws and regulations and all applicable ordinances of the City of Milwaukee with respect to equal employment opportunities, minimum wage, anti-kickback regulations, federal labor standards, the Hatch Act (U.S. Code Title 5 §§1501 - 1508), and any other requirements imposed by the Secretary of HUD or the Secretary's representative. Contractors and subcontractors shall be required to furnish performance bonds, non-collusion affidavits, affidavits of no interest, indemnity agreements or any other protective legal instruments or other protective documents which may be required under applicable laws, ordinances, resolutions or regulations.

XXXIV. ATTACHMENTS AS PART OF CONTRACT. In addition to the requirements as set forth herein, the CONTRACTOR shall comply with the terms and provisions of each and every Attachment appended hereto as if such provisions were fully set forth herein.

XXXV. HOUSING PRODUCTION AND NEIGHBORHOOD IMPROVEMENT PROJECTS (NIP)
ADDITIONAL PROJECT REQUIREMENTS

Housing Production - The objective of this Project is to construct new housing units and/or to acquire, rehabilitate, and dispose of units of housing (as described in Attachment A to this Agreement) in a targeted neighborhood. The goal of the Project is to assist low and moderate income families in their obtaining housing that is affordable. An additional goal is to stabilize specific blocks within the targeted neighborhood.

A. **As a housing producer, the CONTRACTOR agrees to the following:**

1. To follow all operating procedures as detailed in the appropriate housing handbook for both the use of CDBG and HOME funds; (to be provided by CDGA)
2. To attend and participate in the annual housing production meeting and other training programs to be held in 2010 as directed by CDGA;
3. To attempt to develop ten percent (10%) of this year's units as handicap accessible units;
4. To provide HUD approved lead based paint notifications to each unit occupant;
5. To include the following information in its project records:

- a. Address of the property;
 - b. Number of residential dwelling units occupied by assisted households;
 - c. The type of Housing Assistance provided;
 - d. The program funding source(s) and amount(s) of Federal assistance provided; and
 - e. The name of the household or person assisted:
 - (1) The income category (i.e., very low-income (0 to 30% of CMI), low-income (31 to 50% of CMI) or low-moderate income (51 to 80% of CMI); and
 - (2) The head of household's racial/ethnic group identification.
6. To provide a Project Setup Checklist containing the following information for each HOME-assisted project:
- (1) Project Description
 - (2) A Completed Planning Review from DCD
 - (3) Rehabilitation plans and Scope of Work
 - (4) Photographs of the property and street scene
 - (5) Offer to Purchase
 - (6) Lender/Financing Commitment Letter
 - (7) Proforma or operating statement
 - (8) Monthly payment analysis for prospective purchaser
 - (9) Detailed Rehabilitation cost estimate
 - (10) Development budget which identifies all expenses and sources of funds
 - (11) As-is and After Rehab appraisal
 - (12) Relocation strategy
 - (13) Seller notification letter
 - (14) Tenant information for occupied units
 - (15) HP-24 Form
 - (16) HUD Setup Form (HUD 40096)
7. To provide a Project Completion Checklist containing the following information for each HOME-assisted project:
- (1) Homebuyer/Homeowner Rehab Completion Form (HUD40096) must include all units rehabbed at the property.
 - (2) Certificate of Code Compliance (All Units)
 - (3) Copy of Executed Covenant
 - (4) Loan/mortgage/deed restriction documents, when required by CDGA
 - (5) Copy of Loan Agreement (Rental Only)
 - (6) Census Long Form Calculation of Income Worksheet
 - (7) Certification of Household Size and Income
 - (8) Home Regulatory Checklist
1. **Neighborhood Improvement Project (NIP)** – The objective of this Project is to rehabilitate owner occupied properties in CDBG target area. The goal of the Project is to assist low-income families in maintaining and staying in their homes by correcting municipal code violations, addressing lead-based hazards and providing security items to protect occupants. An additional goal is to stabilize neighborhoods within the target area.

- B. As a NIP Provider, THE CONTRACTOR agrees to the following:
1. To follow all operating procedures as detailed in the **Neighborhood Improvement Project Handbook for both the use of CDBG and HOME funds**; (to be provided by CDGA);
 2. To attend and participate in the annual NIP meeting and other training programs to be held in 2010 as directed by CDGA;
 3. To provide HUD approved lead based paint notifications to each unit occupant;
 4. To include the following information in its project records:
 - a. Address of the property;
 - b. Number of residential dwelling units occupied by assisted households;
 - c. The type of Housing Assistance provided;
 - d. The program funding source(s) and amount(s) of Federal assistance provided;
 - e. The name of the household or person assisted:
 - (1) The income category (i.e., very low-income (0 to 30% of CMI), low-income (31 to 50% of CMI) or low-moderate income (51 to 80% of CMI);
 - (2) The head of household's racial/ethnic group identification.
 5. To provide a Project Setup Checklist containing the following information for each HOME- assisted project:
 - a. Client Application
 - b. Signed Release of Information Statement from applicant
 - c. Notarized financial status form for persons claiming to have no income
 - d. Tenant information form, if applicable
 - e. Proof of paid property taxes or taxes being paid on a current installment plan
 - f. Statement from Mortgage Company showing that the mortgage is current
 - g. If mortgage has been paid off, a copy of the Mortgage satisfaction document
 - h. Proof of current Homeowners Insurance (declaration page)
 - i. Proof of ownership of property (copy of deed)
 - j. Income Verification-Source documents: most recent tax returns, W2 forms, 2 most recent check stubs, pension and SSI statements, rental income, etc. (additional documents may include Assets information, savings, checking, 401K, etc.)
 - k. Copies of most recent utility bills. (if in arrears an acceptable payment arrangement must be made by customer and a copy placed agency for client file)
 - l. Lead test results
 - m. Copy of death certificate if an owner on title is deceased
 - n. Copy of divorce papers if there is a question of joint ownership
 - o. Completed and Notarized Eligibility Affidavit
 - p. NIP Setup Form
 - q. Copy of Setup letter
 - r. Homeowner Rehab Setup and Completion Form (Sections A-E).
 6. To provide a Project Completion Checklist containing the following information for each HOME assisted project:
 - a. Project Rehab Completion Form (CDA-36, and HPG-13 with DNS sign-off). Must include all units rehabbed at the property.
 - b. Job Cost Report Form 1a and 1b, if applicable
 - c. Satisfactory Lead test Results from City of Milwaukee Health Department, if applicable
 - d. Copy of Executed Covenant, and Regulatory Agreement, if applicable

- e. Loan/mortgage/deed restriction documents, as required by CDGA
- f. Homeowner Rehab Setup and Completion Form (Sections F-I).
- g. Home Regulatory Checklist

C. **LOW AND MODERATE INCOME HOUSING REQUIREMENTS**

In connection with this contract, THE CONTRACTOR will utilize HOME funds to provide subsidy for housing development for low and moderate income families. As a condition of the use of HOME funds the Project agrees to comply with all relevant HOME regulations as found in 24 CFR Part 92 and in the Handbook for Housing Producers(to be provided by CDGA). The following conditions apply to all HOME funds expended or accepted after May 27, 1992. These conditions are binding during the applicable period of affordability for all HOME assisted properties. Evidence of agreement to these conditions, signed by the CONTRACTOR/Owner, shall be recorded at Register of Deeds of Milwaukee County and kept on file for all HOME assisted properties.

1. **Period of Affordability.** The applicable period of affordability for a HOME-assisted unit shall be determined according to the per unit amount of HOME funds expended, as set forth in the following table:
\$1,000 – 14,999 = 5 years
\$15,000 – 40,000 = 10 years
More than \$40,000 = 15 years
New Construction = 20 years

2. **Occupancy Controls – Rental Units**
 - a. For HOME assisted projects containing rental units,
 - (1) 20% of Units must be below 50% of CMI;
 - (2) 90% of Units must be below 60% of CMI; and
 - (3) 10% of Units must be below 80% of CMI.
 - (4) All beneficiaries must be below 80% of CMI;
 - (5) Minimum HOME investment averages \$1,000 per Unit.

 - b. **Initial Annual Income Re-Certification** - The CONTRACTOR agrees to conduct initial annual income re-certifications upon the request of CDGA, or at the option of CDGA, to grant CDGA access to its records and the units to conduct such reviews. The CONTRACTOR will provide documentation, subject to CDGA approval, that incomes of tenants have been checked and meet program income eligibility requirements. This documentation shall be received by CDGA upon initial occupancy of the tenant(s) no later than thirty days after occupancy and should include all units occupied. This provision shall not apply to the City's Department of City Development which is required to conduct its own income certifications and submit the information to CDGA on or before September 30, 2010. Notice to tenant of review shall be contained in the lease.

 - c. **Annual Income Re-Certifications: Rent Reviews-** As required by the U.S. Department of Housing & Urban Development under the HOME program, the City of Milwaukee-Department of Neighborhood Services will conduct annual rent reviews. The CONTRACTOR agrees to conduct annual rent reviews upon the request of CDGA, or at the option of CDGA, to grant CDGA access to its records and the units to conduct such reviews. These

rent reviews will certify that the rents charged are within the allowable HOME program limits of the U. S. Department of Housing and Urban Development. The certification documentation shall be submitted by DNS along with the Annual Income Re-certification and is due to CDGA at the end of the program year. This provision shall not apply to the City's Department of City Development which is required to conduct its own income re-certifications and submit the information to CDGA.

- d. Equal Opportunity and Fair Housing- The CONTRACTOR agrees to not discriminate against or deny participation of any person(s) in any HOME assisted activity as provided in 24 CFR part 92 of the HOME Regulations.
- e. Inspections - HOME assisted projects with rental units will be inspected by the City of Milwaukee-Department of Neighborhood Services (DNS), for compliance with City of Milwaukee building codes according to the following schedule:

1-4 Units = Every 3 Years
5-24 Units = Every 2 Years
25 Units or more = Annually

Tenant and participant protections. (Sec. 92.253)

- (1) Lease. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.
- (2) Prohibited lease terms. The lease may not contain any of the following provisions:
 - (a) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - (b) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - (c) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - (d) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - (e) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - (f) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

- (g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - (h) Tenant chargeable with cost of legal actions regardless of outcome. A greement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- (3) Termination of tenancy. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- (4) Tenant selection. An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:
- (a) Are consistent with the purpose of providing housing for very low-income and low-income families;
 - (b) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 - (c) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - (d) Give prompt written notification to any rejected applicant of the grounds for any rejection.

[61 FR 48750, Sept. 16, 1996, as amended at 67 FR 61756, Oct. 1, 2002]

C. FOR HOUSING PRODUCTION (ARS and NEW CONSTRUCTION):

The Contractor, as the sponsor of a Housing Production Project, agrees to certify that the sale of housing developed using HOME funds is to qualified first-time home buyers. A qualified first-time homebuyer is one who has not owned and occupied a home as a principal residence for three years prior to receiving HOME assistance. The homebuyer must also be low-income.

D. RESALE PROVISIONS: The following requirements shall be imposed by the CONTRACTOR on forms approved by CDGA for resale of HOME-assisted properties to eligible low-income buyers:

1. Principal Residence: The buyer must agree to occupy the unit as a principal residence for the applicable period of affordability. The buyer must agree not to move out of or rent the property during the affordability period without providing the CONTRACTOR or the City of Milwaukee the option to repurchase the property. The period of affordability is determined according to the chart set forth

in Section XXXV C.1. above. If the unit is assisted using a HUD-insured mortgage, the affordability period is the term of the mortgage.

2. Shared Appreciation: The buyer of housing developed/assisted with HOME funds must agree to repay to the City any appreciation realized on the sale of the property prior to the expiration of the period of affordability. This obligation will be enforced through written agreements between the homebuyer and the City in forms approved by CDGA. (These may include loan agreements, promissory notes, and/or mortgages and restrictive covenants).
3. Reporting of Tenant Information: The CONTRACTOR when conveying housing developed/assisted with HOME funds agrees that the deed shall contain a recorded restriction in a form approved by CDGA. The recorded restriction shall require the buyer to annually report not later than October 15 of each successive year the name, address, level of income, family size, unit size, and the rent charged for each unit(s) claimed. This information shall be reported by the CONTRACTOR to the Community Development Grants Administration no later than November 1, of the same year. All purchasers of housing developed/assisted with HOME funds must agree to the recording of an lien or encumbrance on the property, (in a forms approved by CDGA, which may include loan agreements, promissory notes, and/or mortgages and restrictive covenants) which will require repayment of HOME funds if the property is sold or transferred before the expiration of the Period of Affordability.

E. METHOD OF PAYMENT.

Reimbursement Basis. The HOME Program operates on a reimbursement basis. All claimed costs must be paid before submission of reimbursement requests. Any act(s) of non-compliance will require the entire amount of HOME subsidy to be repaid to the HOME Investment Partnership Account as required by 24 CFR part 92.

1. Acquisition: For the acquisition of property using HOME funds the following documents are required for the processing of requests for reimbursement: HPG-13 (Payment Request) and closing statement.
2. Other Draws (Rehab, Holding, Taxes, etc.): For rehab, holding, taxes and other draws, a HPG-13 (Payment Request) and CDA-71 (Schedule of Paid Costs) are required for processing.
3. Final Payment: The final 10% of the project development budget shall be withheld until the "Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA:

Housing Production: The following documents must be provided to CDGA for each HOME-assisted project within 30 days of property sale/closing:

- a. HPG-13 HOME Payment Request
- b. Homebuyer/Homeowner Rehab Completion Form (HUD40096) must include all units rehabbed at the property.
- c. Certificate of Code Compliance (All Units)
- d. Copy of Executed Covenant
- e. Loan/mortgage/deed restriction documents, when required by CDGA
- f. Copy of Loan Agreement (Rental Only)
- g. Census Long Form Calculation of Income Worksheet
- h. Home Regulatory Checklist

In addition, the HUD 1 settlement statement should be submitted by the close of the next business day following property sale/closing.

4. Summary of Costs: Those development projects that involve HOME assistance to only a portion of the total number of units developed must provide a documented summary of costs. This summary will reflect all sources of revenue and expenditure as well as the ratio of HOME costs to Total Development Costs.
5. All disbursements of HOME funds for hard costs in connection with Housing Production activities shall be made pursuant to an escrow disbursing agreement with a Title Company selected by CDGA.

F. **LEAD-BASED PAINT REGULATIONS.**

The contractor will comply with all applicable laws and regulations, whether federal, state, or local, relating to lead-based paint in HOME-assisted properties. Applicants must utilize State of Wisconsin lead-certified subcontractors and/or rehabilitation crews and supervisors. All work must be performed in a lead safe manner as per the CDGA Lead Reduction Policy. All completed work must have a lead wipe test conducted with subsequent clearance by the City's Health Department.

G. **CONFLICT WITH CDGA PROGRAM PROVISIONS.**

To the extent that any CDGA Program provision of this contract conflicts with any HOME provision, the HOME provision of this contract shall control.

H. **FORECLOSURE.**

In the event there is instituted a proceeding to foreclose any mortgage or other lien encumbering the Property, on the part of any holder thereof, Owner shall be liable to repay that portion of the HOME Program Note equal to the net sale proceeds available to the City after the Property is sold and all senior liens are paid and satisfied in full.

CITY OF MILWAUKEE,
A Municipal Corporation

By: _____
(Community Development Grants Administration Director, CDGA)

Date: _____

CONTRACTOR:

DUNS Number: _____

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

(City Comptroller)

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 201_____.

Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

The undersigned hereby certify, represent and warrant that they are the duly elected Board Officer(s) or member of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____ (the "Corporation"), incumbent in the offices set forth below their respective signatures, and as such officers they are familiar in general with the Corporation's affairs, properties and records and in particular with the contract to which this Certificate relates.

Reference is made to that certain Contract for Services ("Contract"), dated as of _____, 201____, between the Corporation and the City of Milwaukee, Wisconsin (the "City").

As an inducement for the execution and delivery of the Contract by the City, the undersigned, on behalf of the corporation, do hereby certify to the City as follows:

1. The Corporation is a corporation duly organized and validly existing in good standing under the laws of the State recited in the first paragraph of this Certificate.
2. The Corporation is licensed or authorized to do business in Wisconsin.
3. The Corporation has full corporate right, power and authority to enter into, execute and deliver the Contract and to perform its obligations thereunder.
4. The execution, delivery and performance by the Corporation of the Contract has been authorized by all necessary corporate action on the part of the Corporation.
5. The person named below was on the date hereof, and was on the dates of the execution of the Contract, the duly elected (or appointed) and qualified incumbent of the office of the Corporation set for below with his/her signatures:

Name	Title	Signature

The Contract has been duly executed and delivered on behalf of the Corporation by such person, who is authorized so to do, and the Contract constitutes a legal, valid and binding obligation of the Corporation in accordance with its terms.

6. No authorization, approval, consent or license of any regulatory body or authority, not already obtained, is required on the part of the Corporation for the valid and lawful authorization, execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby.
7. The execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby will not conflict with, violate or constitute a breach of, or default under the Corporation's Articles of Incorporation or Bylaws or any commitment, indenture, agreement, instrument or court or regulatory order to which the Corporation is a party or by which it or any of its properties are bound.

8. On the date hereof, the Corporation has delivered to the Parties certain Resolutions of its Board of Directors. These Resolutions were in full force and effect on the dates of the execution and delivery of the Contract and continue to be in full force and effect on the date hereof.

Dated this _____ day of _____, 200_____.

(NAME OF CORPORATION)

By: _____

Title: _____

By: _____

Title: _____

(CORPORATE SEAL)

LIST OF ATTACHMENTS

- Attachment A:** Scope of Services
- Attachment B:** Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Program
- Attachment C:** Required Reports
- Attachment D:** Executive Order 11246; Equal Opportunity Clause
- Attachment E:** Rehabilitation Act of 1973
- Attachment F:** Insurance Requirements
- Attachment G:** Program Income (Revolving Fund Policy)
- Attachment H:** Section 3 of the Housing and Urban Development Act of 1968 - 12 USC §1701(u)
- Attachment I:** Federal Management and Budget Requirements and Procurement Standards
- Attachment J:** Cash Advance Policy
- Attachment K:** Affirmative Marketing Policy
- Attachment L:** Performance – Based Measurement System

ATTACHMENT A

SCOPE OF SERVICES

In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under Common Council Files 090291, 090752, 090753, 090754, 090755, 090756 and 090865, which are incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following project:

Form CDA-8 (Rev. 01-10)

CONTRACT FOR SERVICES-CDBG
SUBRECIPIENT AND VENDOR

City of Milwaukee

COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Distribution:

Original - DOA - CDGA

Copy 1 - Contractor

Copy 2 - Comptroller

CONTRACT NUMBER:

DEPARTMENT: **DOA-CDGA**

DATE OF AWARD: **January 1, 2010**

FUND NUMBER: **See attached
encumbrance**

CFDA Number 14.218

Department Use

The provisions of this Contract have been approved by the Office of the City Attorney of the City of Milwaukee.

SERVICE DESCRIPTION: See Attachment A hereto

TIME OF PERFORMANCE: **January 1, 2010 through December 31, 2010**

TOTAL AMOUNT OF CONTRACT: Not to exceed _____
DOLLARS (\$ _____), and subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

THIS AGREEMENT, entered into by and between _____ (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by the Director of the City of Milwaukee Community Development Grants Administration (or the Director's designee).

Work may commence in accordance with the terms and conditions of this Contract on **January 1, 2010**, provided the grant agreement for the Community Development Grants Administration program (the "Grant Program") from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee or the Common Council of the City of Milwaukee has established other temporary appropriation authority for the City's Grant Program, or subject to the specific limitations set forth in Article III hereof.

WITNESSETH THAT:

WHEREAS, the Common Council of the City of Milwaukee has authorized execution of contracts and allocation of funds for the 2010 Community Development Block Grant Program and related 2010 grant programs (HOME, HOPWA, ESG) as approved under Common Council Files No. 090291, 090752, 090753, 090754, 090755, 090756 and 090865; and

WHEREAS, in furtherance of those grant programs, the CONTRACTOR represents itself as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. RETENTION OF SERVICES AND REQUIREMENTS. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in **Attachment A** to this Contract.
 - B. Comply with requirements listed in this Contract, and all attachments hereto, with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.
- II. SCOPE OF SERVICES. A specific description of services relating to the approved CDGA Project Activity Report and the approved Organization Budget Forecast is delineated in the approved **Attachment A** attached to and made part of this Contract.
 - A. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Administration Program as adopted by the CITY's Community and Economic Development Committee attached to and made a part of the Contract as **Attachment B**.
 - B. Any Budget Amendment or Activity Report amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than 4:00 P.M. on September 30, 2010.
 - C. The CONTRACTOR shall comply with the CITY's Performance-Based Measurement System for Grant-funded agencies. Documentation and the data sources on outcome measurements shall be reported to the Community Development Grants Administration on June 1, 2010, and again on January 14, 2011 (to be submitted with the CONTRACTOR's final cost report). (**See Attachment L**).
 - D. The CONTRACTOR certifies that throughout the term of this Agreement, neither the CONTRACTOR nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The CONTRACTOR further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal General Services Administration's Excluded Parties List System (EPLS), which is available in electronic format and can be accessed on the internet at <http://epls.arnet.gov>. Prior to signing this agreement, the CONTRACTOR has reviewed EPLS to verify the status of any sub-recipients, contractors, and their principals.
- III. AVAILABILITY OF FUNDS
 - A. This contract award is 100% funded under the Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of Milwaukee's Community and Economic Development Committee can modify and

reduce either the CONTRACTOR's compensation (as listed on page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. The Community and Economic Development Committee will notify the CONTRACTOR of any such reduction. In the event of such a modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

B. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Name:
Address:
City:

Attention:

and to the CITY at:

Community Development Grants Administration
City Hall - Room 606
200 East Wells Street
Milwaukee, Wisconsin 53202

Attention: Steven L. Mahan, Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2010 and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance and Standard of Care. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in the City of Milwaukee.

C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, amounts not to exceed, in the aggregate, the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required, and that such compensation is subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

D. Taxes, Social Security, and Government Reporting. Personal income tax payments, income tax withholding, social security contributions, FICA, FUTA, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR, and, as more specifically provided in Section XIII of this Contract, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of the performance of (or failure to perform) such obligations.

VII. REMEDIES FOR NONCOMPLIANCE. If a CONTRACTOR materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a CITY plan or application, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances pursuant to 24 C.F.R. 85.43:

A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR;

B. Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance;

C. Wholly or partially suspend or terminate, pursuant to Article VIII, the current award for the CONTRACTOR's program;

D. Withhold further awards for the program; or

E. Take other remedies that may be legally available.

VIII. TERMINATION OF CONTRACT FOR CAUSE. In addition to the procedures set forth in 24 CFR § 85.43, if, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract, and all equipment purchased

with federal funds administered by the City of Milwaukee Community Development Grants Administration shall, at the option of the CITY, become the property of the CITY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

- IX. TERMINATION FOR CONVENIENCE - 24 CFR §85.44.
- A. The CITY may terminate this Contract in whole or in part with the consent of the CONTRACTOR, in which case the parties shall agree upon termination conditions, including the effective date and in the case of a partial termination, the portions to be terminated, or
- B. The CONTRACTOR may terminate this Contract upon written notification to the awarding agency, setting forth the reasons for such termination and the effective date; in the case of partial termination, if the CITY determines in its sole discretion that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Article VIII or paragraph (A) of this article.
- X. CHANGES. All project requests for change in performance and/or compensation will be directed in writing to the City as set forth in Article IV. The Community Development Grants Administration will then approve or disapprove the request in accordance with approved City policies and procedures established under Common Council Resolutions governing the administration of the Grant Program.
- XI. METHOD OF PAYMENT. The CITY agrees that, subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth in the **Budget and Activity Forms**, referenced under Article II herein, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Community Development Grants Administration or its designee shall prevail. The conditions of payment are as follows:
- A. Compensation and/or reimbursement for services required under this Contract shall be contingent upon each activity being reviewed for approval by the City approving officer (described on page 1) and approved by him or her for payment.
- B. All items described in **Attachment C** attached to and made a part of this Contract and such other items as may be directed by the CITY, must be completed and delivered to the CITY, Community Development Grants Administration by the 10th day of each month. The CITY requires ten (10) full working days, after receipt of all required reports, for processing cost reports. These reports must be complete and accurate.

- C. The CITY agrees to compensate the CONTRACTOR only for activity undertaken which is reasonable and directly related to activity and completed as described in Article II of this Agreement.
- D. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity(ies) described in the Scope of Services set forth in Article II of this Agreement, provided such costs are allowable under federal regulations governing the use of Grant Program funds.
- E. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursable basis. However, in the case of funding through Community Development Block Grant funds, advances may be authorized at the discretion of the Community Development Grants Administration Program Director, or his/her designee, in such manner and at such times as prescribed by the City Comptroller. All authorized cash advances must be reported as described in **Attachment B** attached to and made a part of this Contract. Failure to report as described may be cause for forfeiture of the advance.

In addition, the issuance of a two-party check, payable to the order of the CONTRACTOR and a subcontractor, as compensation for services directly related to activity and completed as described in Article II of this contract, may be authorized at the discretion of the Community Development Grants Administration Program Director, or his/her designee and with the concurrence of the Comptroller. Authorization for issuance of a two-party check shall require submission of properly completed forms and any other applicable forms as described in **Attachment B** to this Contract.

In addition, if the CONTRACTOR receives CDBG funds for the purposes of acquiring, rehabilitating and selling affordable housing, or new construction of affordable housing, any reimbursements received pursuant to this Contract shall be subject to the terms and conditions set forth in the Escrow Fund Disbursing Agreement, relating to the specific affordable housing property involved and entered into between the CITY, CONTRACTOR, and a title insurance company selected by the CITY.

- F. Neighborhood Improvement Programs and Housing Production Programs shall initially report all program costs, both CDBG and HOME, on a CDBG cost report. Costs related to the HOME Program shall then be reported on a subsequent HOME cost report and credited against the next CDBG cost report submitted. The final 10% of the project development budget shall be withheld until the Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA. Additionally, for **Housing Production** activities, **\$1,000** will be withheld from the operating budget until all final closeout documentation is received by CDGA within 30 days of property sales/closing.
- G. The CONTRACTOR shall provide the CITY the source and amount of all non-Grant Program funds utilized in the performance of project activities. If a Cost Allocation plan is required under **Attachment A**, it must have the review and approval of the City Comptroller.
- H. The CONTRACTOR shall not use any of the Federal funds provided by this Contract for the payment of liabilities or costs incurred prior to January 1, 2010.

- I. All property costing \$300.00 or more per unit must be listed in the CDGA budget and recorded on the CDGA Property Record Form. The Property Record Form must be submitted with the cost report in order to be reimbursed for the cost of the property.
- J. The CITY will only make reimbursement to the CONTRACTOR for sub-contractor expenses provided:
 - 1. The CONTRACTOR has properly procured the sub-contractor under requirements described in this Agreement; and
 - 2. An executed copy of the subcontract is on file with the City Comptroller and the CITY's Community Development Grants Administration.
- K. Payment under this Contract is subject to the Prompt Payment Policy established in Common Council File No. 900859.
- L. Final Cost Reports
 - 1. Final Cost and Program Activity Reports for 2010, including documentation and data sources on performance outcome measurements, are due no later than 4:00 P.M. on January 14, 2011 at the CDGA office. **(See Attachment C.)**
 - 2. All accrued costs reported on the Final Cost Report must be submitted for reimbursement to CDGA no later than 4:00 P.M. on February 11, 2011.
- M. Large Impact Development (LID) projects will be governed by the Policy and checklist appended hereto as **Attachment K**.
- N. All Homebuyer Counseling organizations with respect to homebuyer counseling services will be compensated on a Pay-For-Performance basis as follows:
 - 1. Pay-For-Performance Formula:
 - a. One-half of the allocated dollars will be available to the organization for administrative costs incurred throughout the program year.
 - b. The remaining (50%) of funds will be available for reimbursement only upon completion of a mortgage loan closing and will be reimbursed with proper documentation as follows:
 - 1) \$750 per loan closing for clients 0- 50% of County Median Income;
 - 2) \$500 per loan closing for clients between 51%-80% of County Median Income.

No fees shall be charged by CDBG funded grantees to clients/participants of the Homebuyer Counseling and Youth programs.

Documentation Required for Reimbursement and Pay-For-Performance compensation under the Homebuyer Counseling category:

Cost Reports (due by the 10th day of every month) are required and must include the following supporting documentation for reimbursement/payment:

1. Cost Report and Schedule of Paid Costs
2. Project Activity Report
3. Direct Benefits Status Report
4. Client Information (name, address, zip code, phone) for clients receiving counseling and credit counseling and loans closed.
5. Homebuyer Counseling Payment Invoice
6. Homebuyer Counseling Certificate.
7. Copy of HUD-I

Documentation required for reimbursement:

Cost reports (due by the 10th of every month) are required and must include the following supporting documentation for reimbursement/payment:

1. Cost Report and Schedule of Paid Costs
2. Project Activity Report
3. Direct Benefits Status Report
4. Client Information (name, address, zip code, phone) for clients receiving counseling and credit counseling and loans closed.
5. Homebuyer Counseling Payment Invoice
6. Homebuyer Counseling Certificate.
7. Copy of HUD-I

A first-time homebuyer is an individual who meets any one of the following criteria:

1. A first-time homebuyer is an individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase (closing date) of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers).
2. A single parent who has only owned with a former spouse while married.
3. An individual who is a displaced homemaker and has only owned with a spouse.
4. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.
5. An individual who has only owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- O. **Employment Services.** Organizations funded under the category of Employment Services which have been selected by the City pursuant to a competitive selection process in compliance with 24 CFR § 85.36 will be compensated for eligible activities on a pay-for-performance basis. The applicable pay-for-performance reimbursements for such activities are:

Public Service:

Employment Services – Job Placement
Employment Services - Job Training & Placement

- P. **Employment Services - Job Placement:** Organizations will be reimbursed for eligible activities under Job Placement on a Pay-for-Performance basis.

1. **Required Documents for Reimbursement:**

- a. Cost Reports (due by the 10th of every month), must have the following supporting documentation for reimbursement:
- (1) Cost Report and Schedule of Paid Costs
 - (2) Project Activity Report
 - (3) Direct Benefits form (CDA-35)
 - (4) Employee Data Form (submit once for each employee)
 - (5) 45-Day CDGA Verification of Employment form
 - (6) CDGA Payment Invoice

2. **Pay-for-Performance Formula:**

- a. One-half (50%) of the total funding allocation is available to the organization for administrative costs incurred during the year (i.e. \$50,000 grant would allow up to \$25,000 for administrative costs).
- b. The remaining one-half (50%) of total funding allocation is reimbursable according to the pay-for-performance scale (*see below*).

3. **Pay-for-Performance Scale:**

- a. Job Placement reimbursed as follows:
- 50% for administrative costs.
 - \$375 for each full-time placement; \$375 for each 45-day retention;
 - \$187.50 for each part-time placement; \$187.50 for each 45-day retention.

NOTE: Part-time = 20 hours per week; full-time = 35+ hours per week.

4. **Reimbursement Procedure:**

- a. 50% administrative cost
- b. Job Placement requirements:
- (1) At least 51% of individuals trained and placed will be low/moderate income persons.
 - (2) The organization must submit for each placement an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file

by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.

- c. The CDGA 45-Day Verification of Employment form must include the following information:
- (1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
 - (2) Rate of pay at retention date
 - (3) Average hours worked per week
 - (4) Benefits available
 - (5) Current employment status
 - (6) Reason for leaving (if applicable)

Note the Following:

1. All documents must contain original signatures.
2. Businesses provided assistance must be located in the City of Milwaukee. All employees submitted for reimbursement must reside within the City of Milwaukee CDBG target area.
3. Individuals placed through temporary staffing agencies will only qualify for job placement credit if the individual is hired permanently by the business and the permanent placement is verified.
4. The 45-day retention period commences the date hired by the business, not the temporary staffing agency.
5. Reimbursement for training requires a CDGA approved curriculum prior to contract and documentation that clients received the approved training.

Q. **Employment Services – Job Training and Placement:** Organizations will be reimbursed for eligible activities under Job Training & Placement on a Pay-for-Performance basis.

1. **Required Documents for Reimbursement:**

- a. Cost Reports (due by the 10th of every month), must have the following supporting documentation for reimbursement:
- (1) Cost Report and Schedule of Paid Costs
 - (2) Project Activity Report
 - (3) Direct Benefits form (CDA-35)
 - (4) Employee Data Form (submit once for each employee)
 - (5) 45-Day CDGA Verification of Employment form
 - (6) CDGA Payment Invoice

2. **Pay-for-Performance Formula:**

- a. One-half (50%) of the total funding allocation is available to the organization for administrative costs incurred during the year (i.e. \$50,000 grant would allow up to \$25,000 for administrative costs).

- b. The remaining one-half (50%) of total funding allocation is reimbursable according to the pay-for-performance scale (see below).

3. Pay for Performance Scale:

- a. Training and Placement reimbursed as follows:
 - 50% for administrative costs.
 - \$750 for each full-time placement; \$750 for each 45-day retention; \$375 for each part-time placement; \$375 for each 45-day retention.

NOTE: Part-time = 20 hours per week; full-time = 35+ hours per week.

4. Reimbursement Procedure:

- a. 50% administrative cost
- b. Job Training and Placement requirements:
 - (1) At least 51% of individuals trained and placed will be low/moderate income persons.
 - (2) The organization must submit for each placement an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.
- c. The CDGA 45-Day Verification of Employment form must include the following information:
 - (1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
 - (2) Rate of pay at retention date
 - (3) Average hours worked per week
 - (4) Benefits available
 - (5) Current employment status
 - (6) Reason for leaving (if applicable)

Note the Following:

- 1. All documents must contain original signatures.
- 2. Businesses provided assistance must be located in the City of Milwaukee. All employees submitted for reimbursement must reside within the City of Milwaukee CDBG target area.
- 3. Individuals placed through temporary staffing agencies will only qualify for job placement credit if the individual is hired permanently by the business and the permanent placement is verified.

4. The 45-day retention period commences the date hired by the business, not the temporary staffing agency.
5. Reimbursement for training requires a CDGA approved curriculum prior to contract and documentation that clients received the approved training.

R. **Special Economic Development:** Organizations will be reimbursed for eligible economic development activity on a Pay-for-Performance basis, excluding Retail Investment Fund, and Large Impact Developments (LIDs).

1. **Required Documents:**

- a. Cost Reports (due by the 10th of every month) must have the following supporting documentation for reimbursement:

- (1) Cost Report and Schedule of Paid Costs
- (2) Project Activity Report (*A separate Project Activity Report for each assisted business must be submitted for payment reimbursement. Information regarding the number of new job creations and the name of the assisted business must be included on each activity report*)
- (3) Direct Benefits form (CDA-35)
- (4) Business Assistance Agreement (submit once for each assisted employer)
- (5) Business Assistance Data Form (submit once for each assisted employer and must include the business DUNS number)
- (6) Employee Data Form (submit once for each employee)
- (7) 45-Day CDGA Verification of Employment form
- (8) CDGA Payment Invoice form

2. **Pay-for-Performance Formula:**

- a. One-half (50%) of the total funding allocation is available to the organization for administrative costs incurred during the year (i.e. \$50,000 grant would allow up to \$25,000 for administrative costs).
- b. The remaining one-half (50%) of total funding allocation is reimbursable according to the pay-for-performance scale (*see below*).

3. **Pay-for-Performance Scale:**

- a. Special Economic Development Job Creation:
 - 50% for administrative costs.
 - \$2,500 for each full-time job created; \$2,500 for each full-time job retained for at least 45 days.
 - \$1,250 for each part-time job created; \$1,250 for each part-time job retained for at least 45 days.

NOTE: Part-time = 20 hours per week; full-time = 35+ hours per week.

4. **Reimbursement Procedure:**

- a. 50% administrative cost
- b. Job creation requirements:
 - (1) The organization must submit from each assisted business a CDGA Business Assistance Agreement form indicating 1) at least 51% of all

new job creations will be held by low/moderate income persons; 2) For-profit business will provide business assistance organization with DUNS number.

(2) The organization must submit for each job created an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.

c. The CDGA 45-Day Verification of Employment form must include the following information:

- (1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
- (2) Rate of pay at retention date
- (3). Average hours worked per week
- (4) Benefits available
- (5) Current employment status
- (6) Reason for leaving (if applicable)

Note the Following:

1. All documents must contain original signatures.
2. Businesses provided assistance must be located in the City of Milwaukee. All employees submitted for reimbursement must reside within the City of Milwaukee CDBG target area.

S. Community Development Grants Administration - 2010 Pay-for-Performance Reimbursement Scale

For Special Economic Development: CDGA will reimburse at the rate of \$5,000.00 per placement, from January 1, 2010 thru December 31, 2010, using the following formula:

CDGA will reimburse at \$2,500 per full time job created and \$2,500 per full time job retained for 45 days, or \$1,250 per part time job created and \$1,250 per part time job retained at 45 days.

For Job Training & Placement: CDGA will reimburse at the rate of \$1,500 per full time job training & placement, from January 1, 2010 thru December 31, 2010, using the following formula:

CDGA will reimburse at \$750 per full time job placement and \$750 per full time job placement at 45 days; and \$375 per part time job placement and \$375 per part time job placement at 45 days.

For Job Placement: CDGA will reimburse at the rate of \$750 per full time job placement, from January 1, 2010 thru December 31, 2010, using the following formula:

CDGA will reimburse at \$375 per full time job placement and \$375 per full time job retention at 45 days; and \$187.50 per part time job placement and \$187.50 per part time job retention at 45 days.

- T. **Housing Accessibility Program.** Payment for costs under the Housing Accessibility Program are contingent upon compliance with the requirements set forth in **Attachment M.**

XII. REVERSION OF ASSETS. The CONTRACTOR's obligations with respect to reversion of assets are the following:

A. Upon expiration or termination of this Contract, CONTRACTOR shall transfer to the CITY:

1. All Grant Program funds not expended or incurred by the CONTRACTOR in accordance with the approved original/amended Budget;
2. All Accounts Receivable attributable to the use of Grant Program funds;
3. Within five days after receiving written notice to return certain property, all equipment and supplies purchased using Community Development Block Grant funds that are in the possession or under the control of the CONTRACTOR at a location designated by the CITY. At the CITY's option, the CONTRACTOR will reimburse the CITY at the then fair market value, allowing for depreciation, the cost of all equipment and supplies in the possession or under the control of CONTRACTOR that were purchased using CDBG funds.

B. In the case of Grant Program funds attributable to Community Development Block Grant funds, any real property acquired or improved in whole or in part with Grant Program funds in excess of \$25,000 must either be:

1. Used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or such longer period of time as determined appropriate by the CITY; or
2. Disposed of in a manner which results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. Such reimbursement is not required after the period of time specified in accordance with the preceding paragraph 1 above and consistent with **Attachment B** - Administrative Policies and Procedures for the City of Milwaukee's Community Development Block Grant Program.

XIII. DEFENSE OF SUITS. In case any action is brought against the CITY or any of its officers, agents or employees for any act or omission of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged acts or omissions of the CONTRACTOR, its officers, agents or employees, whether intentional or by negligence, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender, it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or

expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XIV. PERSONNEL.

- A. The CONTRACTOR represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of nor have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision. Such personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. If any work or services are subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

XV. ASSIGNABILITY. To the extent permitted by law, the CONTRACTOR shall not assign any interest in this Contract nor shall it transfer any interest in same (whether by assignment, substitution of parties or any other manner), without the prior written consent of the CITY, provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XVI. REPORTS. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal as described **Attachment C** hereto. These data-collection instruments will be a part of CDGA's monitoring and evaluation of the CONTRACTOR's activities. Reimbursement requests will be held until specific report deadlines are met.

- A. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that he/she will not, without prior written approval from the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
- B. The aforesaid documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR other than as herein specifically provided. If this Contract is terminated

for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY at the effective date of such termination.

- C. Agencies must acknowledge the receipt of Federal funds awarded and administered by CDGA in literature and promotional materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH A CITY OF MILWAUKEE GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS", or similar acknowledgement.

XVII. RECORDS.

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed and approved payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
- C. Client/Beneficiary records. CONTRACTOR shall maintain records of all individuals and families served. This information shall include name, address, income level, racial makeup, and these shall be made available upon request.

XVIII. REPORTS AND INFORMATION. In addition to the reports and information provided for in **Attachment C** hereto, at such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Contract.

XIX. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY (or if federal or state grants or aids are involved, the appropriate federal or state agency) may deem necessary, the CONTRACTOR shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

XX. FINDINGS CONFIDENTIAL. Except as required by section 19.35, Wisconsin Statutes (the Public Records law), all of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States government, without the prior written approval of the CITY. The City shall comply with the Public Records Law (Section 19.35 Wis. Stats) in connection with such records and the Contractor shall cooperate with the City in responding to any such requests.

XXI. CONFLICT OF INTEREST (pursuant to 24 CFR 570.611, 24 CFR 85.36 and OMB Circular A-110).

A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any financial interest, direct or indirect, in this Contract.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any financial interest, direct or indirect, in this Contract.

C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Article XXI, A and B above, who presently exercises any functions or responsibilities in connection with the Contract has any financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or his/her employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

D. HUD Conflict of Interest Regulations with respect to CDBG Funds – 24 CFR § 570.611

1. The CONTRACTOR covenants and agrees that:
 - a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, it shall comply with the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively.
 - b. In all cases not governed by 24 CFR 85.36 and 84.42, it shall comply with the provisions of this section and 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by the CITY or the CONTRACTOR to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).
2. Conflicts prohibited. The CONTRACTOR covenants and agrees that no persons described in paragraph (c) below of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in

any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

3. Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, of any designated public agencies, or of the CONTRACTOR.

E. LOBBYING

1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXII. DISCRIMINATION PROHIBITED; FAITH-BASED ORGANIZATION PROVISIONS.

- A. EXECUTIVE ORDER 11246 - AFFIRMATIVE ACTION. The CONTRACTOR agrees that it will be bound by the Equal Opportunity Clause as set forth in its entirety in **Attachment D** hereto, with respect to its own employment practices when it participates in federally assisted construction work. However, if the CONTRACTOR so participating is a state or local government, the Equal Opportunity Clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on, or under the this Contract.
- B. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. The CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973, 29 USC §§793 and 794), as set forth in **Attachment E** hereto.
- C. The CONTRACTOR agrees to comply with the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, et. seq., and agrees to require the same of any subcontractor.

D. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

E. FAITH-BASED ORGANIZATIONS. In providing services under this Agreement:

1. The CONTRACTOR shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the services provided and funded under this agreement. Any such activities must be offered separately, in time or location, from the services performed and funded under this agreement, and participation must be voluntary for the beneficiaries of the services performed and funded under this agreement.
2. The CONTRACTOR shall not, in performing services under this agreement, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XXIII. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all subcontractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXIV. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XXV. INSURANCE. The CONTRACTOR must provide the CITY with proof of insurance coverage as prescribed by the City Attorney of the City of Milwaukee and set forth in **Attachment F**. Also, The CONTRACTOR must also notify the CITY when their insurance expires. Should the CONTRACTOR's insurance expire at anytime during the term of this Contract, the CITY will terminate the contract as prescribed in Article VIII of this Contract.

XXVI. PROGRAM INCOME. Program income means gross income, received by the CONTRACTOR directly generated from the use of CDBG funds and as further detailed in 24 CFR 570.500, with respect to CDBG funds. When such income is generated by an activity that is only partially assisted with Grant funds, the income shall be prorated to reflect the percentage of CDBG funds used:

- A. Unless otherwise agreed to in writing by the CITY, all program income generated from the use of CDBG funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of program income is governed by the authority granted by the Community and Economic Development Committee under its current Revolving Fund Policies (referred to in **Attachment G**, attached to and made a part of this Contract).
- B. During or upon expiration of this Contract, all program income, as defined in 24 CFR 570.500, must be returned to the CITY within five days unless otherwise authorized by the CITY.

XXVII. **EQUIPMENT.** The CONTRACTOR shall grant the City a first priority security interest in any item of equipment costing \$1,000.00 or more per unit for which reimbursement of the purchase price is requested pursuant to this agreement. Documentation of the grant of such security interest and the filing of a UCC financing statement with respect thereto shall be provided to the City at the time reimbursement is requested. The CONTRACTOR may not assign or otherwise encumber in any way the equipment and supplies purchased using CDBG funds without prior written consent of the CITY. This provision shall be binding upon respective successors or assignees.

XXVIII. **AUDITS.** If the CONTRACTOR expends \$500,000 or more in total Federal Funds during the CONTRACTOR's fiscal year, the CONTRACTOR is required to have an audit conducted in accordance with the requirements of OMB Circular A-133, as in effect at the close of the calendar year in which this Contract is awarded. All audits are required to be completed and delivered to the CITY-CDGA no later than six (6) months following the end of the CONTRACTOR's fiscal year. In the event the CONTRACTOR is not funded for a subsequent year, the CONTRACTOR must provide the CITY with a signed commitment from a Certified Public Accounting firm to conduct such an audit. This commitment must be provided prior to the expiration of the current Contract. Failure to provide this commitment will result in the CITY withholding from the current Contract a sum sufficient in the CITY's judgment to enable the completion of such an audit.

Pursuant to OMB Circular A-133, the CITY hereby gives notice that the U.S. Department of Housing and Urban Development is providing the grant funds subject to this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for CDBG Funds is 14.218.

XXIX. **FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS** - (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102, AS AMENDED August 29, 1997.) The CONTRACTOR will comply with all applicable provisions of OMB Circular A-102, and 24 CFR §§ 85.36 and 84.48, as the same may be amended from time to time, relating to procurement procedures with federal grant funds, as more specifically set forth in Attachment I hereto

- A. **Required City Procurement Policy Procedures.** In addition to federal procurement requirements, proper City procurement procedures must be followed in order to secure any goods and services to be purchased (or reimbursed) with City funds, including the selection of contractors, suppliers and related vendors. As such, City of Milwaukee funded agencies, including all housing production agencies must adhere to the following procurement procedures:

1. Contracts and Purchases under \$1,000 - An agency shall select the source that provides the most appropriate product, at a price most reasonable for the project. In addition, a Property records form must be completed and submitted to CDGA for all purchases of \$300 or greater.
2. Contracts and Purchases From \$1,000 to \$10,000- An agency must document that it has contacted at least three bonafide sources and has selected the source that provides the most appropriate product, at a price most reasonable for the project.
3. Contracts and Purchases From \$10,001 to \$50,000 - Agencies must request proposals from at least three bonafide sources. Requests for proposals must be in writing and provide all contractors, vendors, and suppliers the same information and opportunity to "walk-through" a project, if appropriate. Additionally, copies of all bids received and a bid tabulation sheet that justifies contractor selection must be maintained for each project. In order for a bid to be acceptable, it should be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and/or materials and services to be provided.
4. Contracts and Purchases Greater than \$50,000 - All Requests for Proposals greater than \$50,000 must be advertised in either the Milwaukee Journal Sentinel or the Daily Reporter. Additionally, copies of all bids received and a bid tabulation sheet that justifies contractor selection must be maintained for each project. In order for a bid to be acceptable, it must be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and or materials and services to be provided. Failure to follow these procurement procedures will result in a Finding during a CDGA monitoring visit and may require the agency to "payback" all Federal funds disbursed using non-Federal funds.
5. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards is submitted to and approved by CDGA.

B. **Contractor Award Criteria.** City of Milwaukee funded housing agencies should adhere to additional criteria when selecting contractors to perform production activities:

1. Contracts may not be awarded to debarred, suspended, or otherwise ineligible contractors. Agency must comply with all Federal, State, and Local laws, rules and regulations in addition to the provisions of Section II.D. of this Agreement. The City of Milwaukee will not pay for work performed by any firm that is debarred or not otherwise eligible to be awarded work. The Agency is responsible for reviewing the HUD debarred and suspended list, and for rejecting bids from ineligible contractors. The list is updated regularly and can be accessed via the internet at: <http://epls.arnet.gov/> Only the eligibility of the prime contractor must be verified and documented. Subcontractor clearance is the responsibility of the prime contractor.
2. The contractor/vendor will provide products and service that meet the appropriate specifications, including start and completion time requirements.

3. The firm is a bona fide business with experience in the work they are proposing to do.
4. The company has a good record of doing business and/or a good reputation with customers, peers, and suppliers.
5. The business has all required licenses, certifications, and qualifications.
6. The price is competitive, reasonable and market-based (as explained in paragraph 8 below).*
7. Utilize to the greatest extent possible, a Minority, Women-Owned, or Disadvantaged Business Enterprise.
8. Purchase from local (i.e. City of Milwaukee-based) vendors/contractors. ***Unless there are extenuating circumstances, a lower quote may not be "reasonable and market-based" if it deviates from staff's cost estimate and/or the average of the other bidders' prices by 15% or more.***
9. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate, in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards, is submitted to and approved by CDGA.

C. Bonding and Insurance (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.)

1. A state or local unit of government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payments bonds except for contracts exceeding \$100,000, the minimum requirements shall be as follows:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

D. CONTRACTOR shall comply with all applicable provisions of the **Standards for Grantee Financial Management System**. (Subpart C.21) RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.

- E. CONTRACTOR shall comply with all applicable provisions of the **Property Management Standards** (Subpart C.32). RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.
- F. CONTRACTOR shall comply with all applicable provisions of the **Cost Principles for State and Local Government**. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, as amended.
- G. CONTRACTOR shall comply with all applicable provisions of the **Cost Principles for Nonprofit Organizations**. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, as amended May 10, 2004.

XXX. OTHER PROVISIONS.

- A. COPYRIGHTS. If this Contract results in book or other copyright-able materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.
- B. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.
- C. LEAD-BASED PAINT. 24 CFR Section 570.608 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this agreement, it is subject to the lead-based paint regulations set forth in 24 CFR Part 35.
- D. "SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u)). The CONTRACTOR agrees to comply with the provisions set forth in **Attachment H** hereto relating to Section 3 of the Housing and Urban Development Act of 1968.
- E. COMPLIANCE WITH AIR AND WATER ACTS. With respect to non-exempt transactions to carry out the purposes of the Housing and Community Development Act of 1974, the CONTRACTOR shall be required to provide:
 - 1. A stipulation by the CONTRACTOR or subcontractor that any facility to be utilized in the performance of any non-exempt Contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1657c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 208, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the CONTRACTOR that it will include or cause to included the criteria and requirements in paragraphs A through D of this section in every non-exempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

XXXI. FAIR HOUSING. The CONTRACTOR will comply with all requirements of 24 CFR Part 14, dated January 23, 1989 and the CITY's ordinance, Common Council file 892540, adopted October 16, 1990, with regard to all Fair Housing issues.

XXXII. COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE GOVERNMENT. In addition to the requirements set forth herein, the CONTRACTOR shall comply with the provisions set forth in **Attachment D** hereto and required pursuant to federal regulation. In addition to the requirements as set forth herein, any contractor or subcontractor performing any work or furnishing any materials hereunder shall comply with all applicable federal and state laws and regulations and all applicable ordinances of the City of Milwaukee with respect to equal employment opportunities, minimum wage, anti-kickback regulations, federal labor standards, the Hatch Act (5 U.S.C. §§1501 - 1508), and any other requirements imposed by the Secretary of HUD or the Secretary's representative. Contractors and subcontractors shall be required to furnish performance bonds, non-collusion affidavits, affidavits of no interest, indemnity agreements or any other protective legal instruments or other protective documents which may be required under applicable laws, ordinances, resolutions or regulations. CONTRACTOR further acknowledges and agrees to the following:

- A. Uniform Administrative Requirements. The CONTRACTOR shall comply with applicable Uniform Administrative Requirements as described in 24 CFR §570.502.
- B. Other Program Requirements. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, except that the CONTRACTOR does not assume the City's environmental responsibilities described at 24 CFR § 570.604, and the CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

C. FEDERAL LABOR LAWS.

1. Contract Work Hours and Safety Standards Act. All contracts in excess of \$2,000 for the construction and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision mandating compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330).

2. Copeland Anti-Kickback Act. All contracts for construction and repair shall include a provision mandating compliance with the Copeland Anti-Kickback Act (40 U.S.C. §22276c) as supplemented by Department of Labor Regulations (29 CFR Part 3).
3. Davis-Bacon Act. Except with respect to the rehabilitation and/or new construction of residential property designed for residential use for less than eight families, the CONTRACTOR and any subcontractors engaged under contracts in excess of \$2,000 for the construction, execution, completion or repair of any building or work financed in whole or in part with CDBG funds under this Contract shall comply with the Davis-Bacon Act (40 U.S.C. §276a) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5); however, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligations, if any, or require payment of higher rates.

XXXIII. **ATTACHMENTS AS PART OF CONTRACT.** In addition to the requirements as set forth herein, the CONTRACTOR shall comply with the terms and provisions of each and every Attachment appended hereto as if such provisions were fully set forth herein.

CITY OF MILWAUKEE,
A Municipal Corporation

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION

By: _____
(Steven L. Mahan, Director)

Date: _____

CONTRACTOR:

DUNS Number: _____

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

(City Comptroller)

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 201____.

Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

The undersigned hereby certify, represent and warrant that they are a duly elected Board Officer or member of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____ (the "Corporation"), incumbent in the offices set forth below their respective signatures, and as such officers they are familiar in general with the Corporation's affairs, properties and records and in particular with the contract to which this Certificate relates.

Reference is made to that certain Contract for Services ("Contract"), dated as of _____, 201____, between the Corporation and the City of Milwaukee, Wisconsin (the "City").

As an inducement for the execution and delivery of the Contract by the City, the undersigned, on behalf of the corporation, do hereby certify to the City as follows:

1. The Corporation is a corporation duly organized and validly existing in good standing under the laws of the State recited in the first paragraph of this Certificate.
2. The Corporation is licensed or authorized to do business in Wisconsin.
3. The Corporation has full corporate right, power and authority to enter into, execute and deliver the Contract and to perform its obligations thereunder.
4. The execution, delivery and performance by the Corporation of the Contract has been authorized by all necessary corporate action on the part of the Corporation.
5. The person named below was on the date hereof, and was on the dates of the execution of the Contract, the duly elected (or appointed) and qualified incumbent of the office of the Corporation set for below with his/her signatures:

Name	Title	Signature
_____	_____	_____
_____	_____	_____

The Contract has been duly executed and delivered on behalf of the Corporation by such person, who is authorized so to do, and the Contract constitutes a legal, valid and binding obligation of the Corporation in accordance with its terms.

6. No authorization, approval, consent or license of any regulatory body or authority, not already obtained, is required on the part of the Corporation for the valid and lawful authorization, execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby.

7. The execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby will not conflict with, violate or constitute a breach of, or default under the Corporation's Articles of Incorporation or Bylaws or any commitment, indenture, agreement, instrument or court or regulatory order to which the Corporation is a party or by which it or any of its properties are bound.

8. On the date hereof, the Corporation has delivered to the Parties certain Resolutions of its Board of Directors. These Resolutions were in full force and effect on the dates of the execution and delivery of the Contract and continue to be in full force and effect on the date hereof.

Dated this _____ day of _____, 201_____ .

(NAME OF CORPORATION)

By: _____

Title: _____

By: _____

Title: _____

(CORPORATE SEAL)

LIST OF ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Program
- Attachment C: Required Reports
- Attachment D: Executive Order 11246; Equal Opportunity Clause
- Attachment E: Rehabilitation Act of 1973
- Attachment F: Insurance Requirements
- Attachment G: Revolving Fund Policy (Program Income)
- Attachment H: Section 3 of the Housing and Urban Development Act of 1968 - 12 USC §1701(u)
- Attachment I: Federal Management and Budget Requirements and Procurement Standards
- Attachment J: Cash Advance Policy
- Attachment K: Policies applicable to Large Impact Development (LID)
- Attachment L: Performance – Based Measurement System
- Attachment M: Housing Accessibility Program Guidelines

ATTACHMENT A

SCOPE OF SERVICES

In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under Common Council Files 090291, 090752, 090753, 090754, 090755, 090756 and 090865; which are incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following project

INTERDEPARTMENTAL COOPERATION AGREEMENT

MEMORANDUM OF UNDERSTANDING

2010 CDBG GRANT AWARDS

CONTRACT NUMBER: _____

This agreement, entered into as of the first day of January, 2010;

TIME OF PERFORMANCE: January 1, 2010 through December 31, 2010

TOTAL AMOUNT OF CONTRACT: Not to exceed _____
DOLLARS (\$_____), and subject to the terms, conditions and limitations on
funding amounts for specific activities set forth in **Attachment A** hereto.

WHEREAS, the various departments of the City of Milwaukee, including

(the "Department") have received an appropriation of 2010 Community Development
Block Grant funds pursuant to Common Council Resolutions No. 090291, 090752,
090753, 090754, 090755, 090756 and 090865; (hereinafter referred to as "the 2010
CDGA Funding Resolutions"); and

WHEREAS, pursuant to Common Council Resolution No. 090865, the
Department and CDGA are authorized to enter into such contracts and subcontracts as
may be required within the limits of the respective approved project budgets set forth in
the 2010 CDGA Funding Resolutions; and

WHEREAS, pursuant to Common Council Resolution No. 74-92-5v, the
Department and CDGA are entering into this cooperation agreement with respect to the
expenditure by the Department of the 2010 Program Year CDGA funds appropriated in
the 2010 CDGA Funding Resolutions; and

WHEREAS, CDGA and the Department desire to set forth in this agreement the
terms and conditions for administration and expenditure of CDBG Funds appropriated to
the Department for 2010; and

WHEREAS, execution and delivery of this agreement was authorized by
resolution of its Common Council in file no. 090865.

NOW, THEREFORE, in consideration of the promises and the mutual
agreements contained herein, CDGA and the Department agree as follows:

I. DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings set forth below:

"2010 CDGA Funding Resolutions" means City of Milwaukee Common Council Resolutions No. 090291, 090752, 090753, 090754, 090755, 090756 and 090865; as amended from time to time by lawful action of the Common Council.

"CDGA" means the City of Milwaukee Community Development Grants Administration.

"CDBG Funds" means the City of Milwaukee's 2010 allocation of Community Development Block Grant funds from the United States Department of Housing and Urban Development.

"Project Budget(s)" means the approved project budgets set forth in the 2010 CDGA Funding Resolutions, and the proposal(s) submitted by the Department, copies of which are attached hereto.

"Department" means the City of Milwaukee _____
_____.

II. USE OF CDBG; AVAILABILITY OF FUNDS

The Department and CDGA each agrees that CDBG Funds shall be used only for the purposes, and subject to the limitations on dollar amounts and activities, set forth in the Project Budget(s) attached hereto.

The activities funded pursuant to this Memorandum of Understanding are 100% funded under the CDBG Program. Thus, should the availability of federal funds be reduced, the Department agrees that the Community and Economic Development Committee of the City of Milwaukee Common Council can modify and reduce either the amount of funding, or the Department's program year, or both. The Community and Economic Development Committee will notify the Department of any such reduction. In the event of such modification or reduction, the Department shall enter into an amendment to this Memorandum of Understanding to reflect the award or activities that are to be reduced or modified.

III. COMPLIANCE WITH FEDERAL LAW

The Department agrees that all expenditures of CDBG Funds shall comply with all federal, state and local law and regulations governing the use of CDBG funds as set forth in the standard form of CDBG contract attached hereto, including all federal regulations set forth at 24 CFR Part 570 and 24 CFR Part 92.

IV. TERM OF AGREEMENT

The term of this agreement shall begin on January 1, 2010 and shall terminate on December 31, 2010, unless extended by lawful action of the Common Council or the City of Milwaukee Community Development Grants Administration.

V. BOOKS AND RECORDS

The Department shall keep proper books and records of account with respect to its performance of this agreement, and shall maintain such books and records for a period of 6 years following the end of the year to which such records and accounts pertain. During such period, CDGA or the City Comptroller shall have the right, at any time during normal business hours and on reasonable notice, to inspect, audit and make extracts from such books and records.

VI. REPORTS AND INFORMATION

The Department shall file with CDGA the applicable reports listed in the Reporting Schedule attached hereto, at the times specified therein.

VII. METHOD OF PAYMENT

Compensation and/or reimbursement for services or expenses permitted under this agreement shall be made pursuant to the policies and procedures adopted by the City Comptroller.

VIII. CLOSE-OUT POLICY

All CDBG funds must be closed to the CDBG contingency Account.

IX DNS VACANT LOT MAINTENANCE
(Grass and Snow Removal)

The Department of shall comply with the following requirements in performing any services under both the Vacant Lot Maintenance Program and the Land Management Program, and shall also include such requirements in every subrecipient and vendor contract entered into for the purposes of the Vacant Lot Maintenance Program and the Land Management Program:

- (1) grass must be mowed when it exceeds six (6) inches in length;
- (2) If grass exceeds six (6) inches in length and is mowed, all grass clippings must be completely removed from the lot(s) and disposed of properly;
- (3) fence row clean-up must be included each time lots are mowed; and
- (4) litter must be picked up from lots prior to mowing.

IN WITNESS WHEREOF, the foregoing agreement has been executed by the parties hereto as of the date set forth above.

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION
OF THE CITY OF MILWAUKEE

By: _____
Director

Date: _____

CITY OF MILWAUKEE DEPARTMENT OF

By: _____

Title: _____

Date: _____

This document was drafted by
the Office of the City Attorney.

INTERDEPARTMENTAL COOPERATION AGREEMENT

MEMORANDUM OF UNDERSTANDING

2010 HOME GRANT AWARDS

CONTRACT NUMBER: _____

This agreement, entered into as of the first day of January, 2010;

TIME OF PERFORMANCE: January 1, 2010 through December 31, 2010

TOTAL AMOUNT OF CONTRACT: Not to exceed _____
DOLLARS (\$ _____), and subject to the terms, conditions and limitations on
funding amounts for specific activities set forth in **Attachment A** hereto.

WHEREAS, the various departments of the City of Milwaukee, including

(the "Department") have received an appropriation of 2010 HOME Investment
Partnerships Act funds pursuant to Common Council Resolutions No. 090291, 090752,
090753, 090754, 090755, 090756 and 090865; (hereinafter referred to as "the 2010
CDGA Funding Resolutions"); and

WHEREAS, pursuant to Common Council Resolution No. 090865, the
Department and CDGA are authorized to enter into such contracts and subcontracts as
may be required within the limits of the respective approved project budgets set forth in
the 2010 CDGA Funding Resolutions; and

WHEREAS, pursuant to Common Council Resolution No. 74-92-5v, the
Department and CDGA are entering into this cooperation agreement with respect to the
expenditure by the Department of the 2010 Program Year HOME Funds appropriated in
the 2010 CDGA Funding Resolutions; and

WHEREAS, CDGA and the Department desire to set forth in this agreement the
terms and conditions for administration and expenditure of HOME Funds appropriated
to the Department for 2010; and

WHEREAS, execution and delivery of this agreement was authorized by
resolution of its Common Council in file no. 090865

NOW, THEREFORE, in consideration of the promises and the mutual
agreements contained herein, CDGA and the Department agree as follows:

I. DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings set forth below:

"2010 CDGA Funding Resolutions" means City of Milwaukee Common Council Resolutions No. 090291, 090752, 090753, 090754, 090755, 090756 and 090865; as amended from time to time by lawful action of the Common Council.

"CDGA" means the City of Milwaukee Community Development Grants Administration.

"HOME Funds" means the City of Milwaukee's 2010 allocation of HOME Investment Partnerships Act grant funds from the United States Department of Housing and Urban Development.

"Project Budget(s)" means the approved project budgets set forth in the 2010 CDGA Funding Resolutions, and the proposal(s) submitted by the Department, copies of which are attached hereto.

"Department" means the City of Milwaukee _____

II. USE OF HOME FUNDS; AVAILABILITY OF FUNDS

The Department and CDGA each agrees that HOME Funds shall be used only for the purposes, and subject to the limitations on dollar amounts and activities, set forth in the Project Budget(s) attached hereto.

The activities funded pursuant to this Memorandum of Understanding are 100% funded under the HOME Grant Program. Thus, should the availability of federal funds be reduced, the Department agrees that the Community and Economic Development Committee of the City of Milwaukee Common Council can modify and reduce either the amount of funding, or the Department's program year, or both. The Community and Economic Development Committee will notify the Department of any such reduction. In the event of such modification or reduction, the Department shall enter into an amendment to this Memorandum of Understanding to reflect the award or activities that are to be reduced or modified.

III. COMPLIANCE WITH FEDERAL LAW

The Department agrees that all expenditures of HOME Funds shall comply with all federal, state and local law and regulations governing the use of HOME Funds as set forth in the standard form of HOME contract attached hereto, including all federal regulations set forth at 24 CFR Part 570 and 24 CFR Part 92.

IV. TERM OF AGREEMENT

The term of this agreement shall begin on January 1, 2010 and shall terminate on December 31, 2010, unless extended by lawful action of the Common Council or the City of Milwaukee Community Development Grants Administration.

V. BOOKS AND RECORDS

The Department shall keep proper books and records of account with respect to its performance of this agreement, and shall maintain such books and records for a period of 6 years following the end of the year to which such records and accounts pertain. During such period, CDGA or the City Comptroller shall have the right, at any time during normal business hours and on reasonable notice, to inspect, audit and make extracts from such books and records.

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The Department shall file with CDGA the applicable reports listed in the Reporting Schedule attached hereto, at the times specified therein.

VII. METHOD OF PAYMENT

Compensation and/or reimbursement for services or expenses permitted under this agreement shall be made pursuant to the policies and procedures adopted by the City Comptroller.

VIII. CLOSE-OUT POLICY

All HOME funds from previous HOME set-ups must be closed to the HOME contingency Account.

IX DNS VACANT LOT MAINTENANCE
(Grass and Snow Removal)

The Department of shall comply with the following requirements in performing any services under both the Vacant Lot Maintenance Program and the Land Management Program, and shall also include such requirements in every subrecipient and vendor contract entered into for the purposes of the Vacant Lot Maintenance Program and the Land Management Program:

- (1) grass must be mowed when it exceeds six (6) inches in length;
- (2) If grass exceeds six (6) inches in length and is mowed, all grass clippings must be completely removed from the lot(s) and disposed of properly;
- (3) fence row clean-up must be included each time lots are mowed; and
- (4) litter must be picked up from lots prior to mowing.

IN WITNESS WHEREOF, the foregoing agreement has been executed by the parties hereto as of the date set forth above.

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION
OF THE CITY OF MILWAUKEE

By: _____
Director

Date: _____

CITY OF MILWAUKEE DEPARTMENT OF

By: _____

Title: _____

Date: _____

This document was drafted by
the Office of the City Attorney.



Legislation Details (With Text)

File #: 100868 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2010 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing an expenditure from the Department of City Development's Development Fund for economic development purposes, in the 14th Aldermanic District.

Sponsors: ALD. ZIELINSKI

Indexes: DEVELOPMENT FUND, ECONOMIC DEVELOPMENT, JOBS

Attachments: Fiscal Impact Statement.pdf, Term Sheet as of 11-1-10.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/11/2010	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

100868

Version

ORIGINAL

Reference

Sponsor

ALD. ZIELINSKI

Title

Resolution authorizing an expenditure from the Department of City Development's Development Fund for economic development purposes, in the 14th Aldermanic District.

Analysis

This resolution authorizes the expenditure of \$42,000 from the Department of City Development's Development Fund in the form of a forgivable loan to Telcom & Data, Inc. to assist in establishing a second location in the City of Milwaukee. The terms of the loan allow it to be forgiven over four years if the company achieves and maintains agreed upon job creation goals.

Body

Whereas, The 2010 Capital Budget for the City of Milwaukee ("City") provides for the Development Fund; and

Whereas, The City has an ongoing commitment to job creation; and

Whereas, Telcom & Data, Inc. is a Chicago-based provider of telecommunications technology, including telephone systems, paging and emergency paging systems, battery backup systems and voice and data infrastructure cabling for offices, schools, industrial and restaurant locations; and

Whereas, Telcom & Data, Inc. wishes to open a new office in the City at 2625 South Greeley Street, within the Hide House complex; and

Whereas, Telcom & Data, Inc. proposes to add 28 new customer service and technician jobs in the City with an average wage of \$14.50 per hour; and

Whereas, Telecom & Data, Inc. needs to complete mechanical, electrical and voice and data cabling upgrades, purchase additional computers and equipment and train employees to begin operations at its new Milwaukee location; and

Whereas, The City proposes to assist this project with a loan of \$42,000 based on the conditions set forth in a Term Sheet, a copy of which is attached to this Common Council File; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is directed to transfer \$42,000 from the Development Fund Parent Account No. 9990-UR03309000A to Account No. 1910-UR03399100 to undertake the economic development as described above; and, be it

Further Resolved, That the funds for this loan shall be provided from the Development Fund, Account No. 1910-UR03399100.

Drafter

DCD:MT:mt
11/03/10/A



City of Milwaukee Fiscal Impact Statement

Date

File Number

Original

Substitute

A

Subject

B

Submitted By (Name/Title/Dept./Ext.)

C

This File

- Increases or decreases previously authorized expenditures.
- Suspends expenditure authority.
- Increases or decreases city services.
- Authorizes a department to administer a program affecting the city's fiscal liability.
- Increases or decreases revenue.
- Requests an amendment to the salary or positions ordinance.
- Authorizes borrowing and related debt service.
- Authorizes contingent borrowing (authority only).
- Authorizes the expenditure of funds not authorized in adopted City Budget.

D

This Note

- Was requested by committee chair

E

Charge To

- Department Account
- Contingent Fund
- Capital Projects Fund
- Special Purpose Accounts
- Debt Service
- Grant & Aid Accounts
- Other (Specify)

F

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages			
Supplies/Materials			
Equipment			
Services			
Other			
TOTALS			

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

G

1-3 Years 3-5 Years

1-3 Years 3-5 Years

1-3 Years 3-5 Years

List any costs not included in Sections E and F above.

H

Assumptions used in arriving at fiscal estimate.

I

Additional information.

J

TERM SHEET

Telcom & Data, Inc.
11/1/2010

*Borrower: Telecom & Data, Inc.

*Lender: City of Milwaukee

*Loan Amount: \$42,000

*Use of Funds: Establish a new location at 2625 S. Greeley St. (Hide House) with up to 28 new employees; provide mechanical, electrical, and phone and internet cabling upgrades to their facilities ; purchase additional equipment, and train employees to begin operations at said location.

*Interest Rate: 5%

*Term: 4 years

*Principal Amortization: \$10,500 per year

*Payments: Annual payments of principal and accrued interest

*Loan Forgiveness: Annual payment of principal and accrued interest shall be forgiven for that year if the Borrower achieves and maintains employment levels as follows:

December 31, 2010:	0 positions
December 31, 2011:	16 positions
December 31, 2012:	22 positions
December 31, 2013:	28 positions
December 31, 2014:	28 positions

*Loan Approval: Loan is subject to approval by the Common Council of the City of Milwaukee. Source of funds is the City's Development Fund Account No. 9990-UR03309000A.

