



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, Chris Lee, 286-2232
Fax: 286-3456, clee@milwaukee.gov
Legislative Liaison, Amy Hefter, 286-2290,
ahefte@milwaukee.gov

Monday, September 12, 2011

9:00 AM

Room 301-B, City Hall

1. [101393](#) Appointment of Susan Eick to the Business Improvement District Board #32 (Fond du Lac - North Avenue Market) by the Mayor. (15th Aldermanic District)
Sponsors: THE CHAIR

2. [110643](#) Appointment of Jose Fuentes to the Business Improvement District Board No. 25 (Riverworks) by the Mayor.
Sponsors: THE CHAIR

3. [110640](#) Appointment of Denise Cunningham to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (7th Aldermanic District)
Sponsors: THE CHAIR

4. [110639](#) Appointment of Kelly Felder to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)
Sponsors: THE CHAIR

5. [110638](#) Reappointment of Dele Ojelabi to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)
Sponsors: THE CHAIR

6. [110637](#) Reappointment of Marie Gordon to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)
Sponsors: THE CHAIR

7. [110636](#) Reappointment of Johnny Moutry to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)
Sponsors: THE CHAIR

8. [110571](#) Resolution relative to the establishment of the Year 2012 Funding Allocation Plan.
Sponsors: THE CHAIR

9. [110569](#) Substitute resolution relative to the transfer of \$650,000 of Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program funding from the Milwaukee Metropolitan Sewerage District to the UMCS Townhomes.
Sponsors: THE CHAIR
10. [110570](#) Substitute resolution relating to the transfer of the Neighborhood Stabilization Program 2 funding from Milwaukee Reclamation Company, LLC to the Department of City Development.
Sponsors: THE CHAIR
11. [110430](#) Resolution relative to application, acceptance and funding of a 2012 Global Youth Service Day Lead Agency Grant.
Sponsors: THE CHAIR
12. [110467](#) Communication from the Department of City Development relating to a report detailing cooperative ventures undertaken by the City of Milwaukee and the Milwaukee Area Workforce Investment Board from January 1, 2011 through June 30, 2011.
Sponsors: THE CHAIR
13. [110657](#) Substitute resolution authorizing the sale and issuance of \$2,675,000 Industrial Development Revenue Refunding Bonds, Series 2011, R&B Wagner, Inc. Project, in the 9th Aldermanic District.
Sponsors: Ald. Puente
14. [110556](#) Resolution relative to application for a Performing Arts Collection Digitization Grant.
Sponsors: THE CHAIR
15. [110559](#) Resolution relative to application, acceptance and funding of a Talking Book and Braille Library Grant.
Sponsors: THE CHAIR
16. [110560](#) Resolution relative to the application, acceptance and funding of an Interlibrary Services Grant.
Sponsors: THE CHAIR
---May be referred to the Finance and Personnel Committee.
17. [110609](#) Resolution relative to application for a Bridging the Reading Gap through Summer Outreach Grant.
Sponsors: THE CHAIR
18. [110662](#) Communication relating to the implementation of the Milwaukee Promise.
Sponsors: Ald. Hamilton

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 #: 101393 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 3/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Susan Eick to the Business Improvement District Board #32 (Fond du Lac - North Avenue Market) by the Mayor. (15th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 32

Attachments: Appointment Letter, Resume, Email - Contact & Employment Info

Date	Ver.	Action By	Action	Result	Tally
3/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

101393

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Susan Eick to the Business Improvement District Board #32 (Fond du Lac - North Avenue Market) by the Mayor. (15th Aldermanic District)

Drafter

Mayor

TB

3/1/11

March 1, 2011

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

Honorable Members of the Common Council:

I am pleased to appoint Susan Eick, Legacy Bank, 2101 West Fond du Lac Avenue, Milwaukee, Wisconsin 53208, to replace Lanie Wasserman on the Business Improvement District Board #32 (Fond du Lac – North Avenue Market). This appointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File 040876 with operating plan attached. Ms. Eick'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,

Tom Barrett
Mayor

Susan K. Eick

2417 N. 96th Street, Wauwatosa, WI 53226

Home 414-258-1986

Cell 414-640-8895

email: susaneick@wi.rr.com

SUMMARY OF QUALIFICATIONS:

- 25 year banking professional with extensive experience in retail, business and commercial banking, management and sales
- Self motivated team player who is able to manage diverse tasks in a fast paced environment
- Dedicated to superior customer service and employee development

PROFESSIONAL EXPERIENCE

- 2009 – Present **President**
Legacy Redevelopment Corporation Milwaukee, Wisconsin
- Growth and development of a non-profit organization whose mission is the redevelopment of real estate in the greater Milwaukee area with a focus on properties in the 53206 zip code area
 - Management of our CDFI loan fund
 - Overall management of property owned, North Avenue Commerce Center
 - Management of partnership interest in *The Legacy*, a 51 single family home development located near 21st and North Avenue in Milwaukee
- 2004- 2009 **Vice President – Commercial Lending**
Park Bank Brookfield, Wisconsin
- Management of \$45MM loan portfolio focusing on retention and expansion of banking relationships
 - Targeted prospect calling through effective networking
 - Responsible for all aspects of US Small Business Administration Guaranteed Loan Programs for the bank
 - Presentation of credit facilities at officers and directors loan committee meetings
 - Collection, turnaround and workout of credit relationships when appropriate
 - Leader in employee related "Driven by Yes" initiatives
- 2001 - 2004 **Loan Program Manager**
Wisconsin Women's Business Initiative Corporation Milwaukee, Wisconsin
- Management, coordination and expansion of micro-loan program
 - Management of loan client pipeline and lending staff
 - One on one counseling to potential loan clients to include access to capital, business plan review, business viability and general business assistance
 - Underwriting, presentation to loan committee and closing of micro-loan requests
 - Underwriting of loan requests for Madison based organization lending to non-profit organizations
 - Analysis of loan clients requiring business assistance
 - Provide micro lending and conventional business lending education at various training courses, conferences and community meetings
- 1991 - 2001 **Vice President / Small Business Banking**
Team Leader of 3 Small Business Bankers servicing 21 bank offices
Small Business Banker servicing the Downtown, East Side and NorthShore
Firstar Bank Milwaukee NA. n/k/a US Bank Milwaukee, Wisconsin
- Coached and motivated bankers to increase sales production and develop bank office relationships
 - Generated \$7MM in new business loans in 1999 and \$8MM in 2000, while servicing a \$24MM portfolio
 - Consistently recognized in the top quartile for loan production bank wide
 - Awarded Firstar Pinnacle for 2 quarters in 1999
 - Sales of cash management services and business & retail products
 - Well versed in government lending programs to include SBA, WHEDA and MEDC
 - Targeted prospect calling to include referral networking
 - Training of Business Banking Officers and branch office personnel
 - Team building of office personal to increase loan referrals

From: Sue Eick [seick@legacyredevelopmentcorp.org]
Sent: Wednesday, August 17, 2011 11:04 AM
To: Lee, Chris
Cc: Fortson, Abra
Subject: RE: Appointments and reappointments - CED committee

Dear Chris:

Yes, I can make this. Please make sure I am listed as Legacy Redevelopment Corporation. It had listed Legacy Bank before. We moved in April so I don't know if you have all of my current information. Please see below.

Thanks

Sue

Susan K. Eick

President

Legacy Redevelopment Corp.

Legacy Midwest Renewal Corp.

1200 W. North Ave.

Milwaukee, WI 53205

414.343.3041 phone

414.343.0165 fax

414.429.9780 cell

email: seick@legacyredevelopmentcorp.org

www.legacyredevelopmentcorp.org

From: Lee, Chris [mailto:clee@milwaukee.gov]
Sent: Wednesday, August 17, 2011 10:56 AM
To: Sue Eick
Cc: Fortson, Abra
Subject: RE: Appointments and reappointments - CED committee

Hi Sue,

Will you be available to appear at the Community & Economic Development Committee on Monday, Sept. 12, 2011 at 9 a.m. in Room 301, City Hall in regards to your appointment to the Business Improvement District Board #32 (Fond du Lac - North Avenue Market) by the Mayor? (15th Aldermanic District)

If so, I will schedule your appointment for the committee on that date.

Chris Lee

Staff Assistant

City Clerk's Office

City of Milwaukee

414-286-2232

From: Sue Eick [mailto:seick@legacyredevelopmentcorp.org]
Sent: Friday, July 08, 2011 9:52 AM
To: Lee, Chris
Subject: RE: Appointments and reappointments - CED committee

Thank you, Chris.

Susan K. Eick
President

Legacy Redevelopment Corp.
Legacy Midwest Renewal Corp.
1200 W. North Ave.
Milwaukee, WI 53205

414.343.3041 phone
414.343.0165 fax
414.429.9780 cell

email: seick@legacyredevelopmentcorp.org
www.legacyredevelopmentcorp.org

From: Lee, Chris [mailto:cleec@milwaukee.gov]
Sent: Friday, July 08, 2011 9:46 AM
To: Sue Eick
Subject: RE: Appointments and reappointments - CED committee

Thank you for your response.

I will contact you again in the future for your availability for a future CED meeting for this appointment, which will not occur until September.

Chris Lee
Staff Assistant
City of Milwaukee
Council Records Section
414-286-2232

From: Sue Eick [mailto:seick@legacyredevelopmentcorp.org]
Sent: Friday, July 08, 2011 9:38 AM
To: Lee, Chris; 'Abra.'
Subject: RE: Appointments and reappointments - CED committee

Dear Chris and Abra:

Thank you for your email. With regard to the appointment, my current information is listed below. The letter I had previously received indicated I was an employee of Legacy Bank which was not the case.

With regard to the meeting on July 18th, I would not be able to attend. I am in Madison attending SOAR with my son who will be starting at the University in the fall. Will this be a problem?

Thank you and I look forward to hearing from you.

Best regards,

Sue

Susan K. Eick

President

Legacy Redevelopment Corp.

Legacy Midwest Renewal Corp.

1200 W. North Ave.

Milwaukee, WI 53205

414.343.3041 phone

414.343.0165 fax

414.429.9780 cell

email: seick@legacyredevelopmentcorp.org

www.legacyredevelopmentcorp.org

From: Susan Eick [mailto:susaneick@wi.rr.com]
Sent: Thursday, July 07, 2011 4:49 PM
To: Sue Eick
Subject: FW: Appointments and reappointments - CED committee

From: Lee, Chris [mailto:cleec@milwaukee.gov]
Sent: Thursday, July 07, 2011 9:19 AM
To: fortson@milwaukee.gov
Cc: susaneick@wi.rr.com
Subject: Appointments and reappointments - CED committee

Hi Abra,

I am the new staff assistant for the Community and Economic Development Committee (CED). Joanna Polanco was the previous assistant. I understand she was in contact with you in regards to the appointments and reappointments of the following individuals:

- 1.. Margaret Henningsen - Reappointment of Margaret Henningsen to the Main Street Milwaukee Partners Board by the Mayor. (4th Aldermanic District)
- 2.. John Mullarkey - Reappointment of John Mullarkey to the Business Improvement District Board #32 (Fond du Lac-North Avenue Market Place) by the Mayor. (15th Aldermanic District) 2/21/11 scheduled for CED, did not show, held to the call of the Chair.
- 3.. Susan Eick - Appointment of Susan Eick to the Business Improvement District Board #32 (Fond du Lac - North Avenue Market) by the Mayor. (15th Aldermanic District)

Can you confirm their availability for the next CED meeting on July 18, 2011 at 9 a.m. in Room 301-B, City Hall? Can you give me updated contact info (phone and email) of the individuals listed above?

If you are no longer the contact or if I should direct this email to someone else, please let me know. If these individuals are no longer being reappointed or appointed, please let me know.

Thank you,

Chris Lee

Staff Assistant

City of Milwaukee

Council Records Section

414-286-2232

The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of Milwaukee full e-mail disclaimer at www.milwaukee.gov/email_disclaimer

The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of Milwaukee full e-mail disclaimer at www.milwaukee.gov/email_disclaimer

The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of Milwaukee full e-mail disclaimer at www.milwaukee.gov/email_disclaimer



Legislation Details (With Text)

File #: 110643 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Jose Fuentes to the Business Improvement District Board No. 25 (Riverworks) by the Mayor.

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 25

Attachments: Appointment Letter, Resume

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110643

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Jose Fuentes to the Business Improvement District Board No. 25 (Riverworks) by the Mayor.

Drafter

Mayor

TB

9/1/11

August 31, 2011

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

Honorable Members of the Common Council:

I am pleased to appoint Jose A. Fuentes, 1053 South Main Street, Saukville, Wisconsin 53080, to replace Tom Philbin on the Business Improvement District Board #25 (Riverworks). This appointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File 990930. Mr. Fuente's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor

JOSE ALEJANDRO FUENTES

1053 S Main St. Saukville, WI, 53080. (Mobile) 262-353-0665 alejandrofuen@gmail.com

PROFESSIONAL SUMMARY

Over 18 years of successful experience in management, sales and marketing positions. Living in Venezuela and Europe provided the opportunity to be exposed to different cultural environments. This afforded me the sensibility and aptitude of working with a wide variety of customers and businesses.

PROFESSIONAL EXPERIENCE

PNC BANK

Vice President, Branch Manager

04-11/Present

US BANK

Branch Manager

09-07/04-11

- Got quickly promoted from Personal Banker to a Branch Manager position due to integrity and goals achievement and management experience.
- Successfully leading a top-of-the-line sales team through coaching and sales training, affording us to achieve sales goals and expectations.
- Developed detailed tracking system of structuring and restructuring sales and marketing strategies.
- Hire, train and motivate employees with emphasis in sales, customer services and operations.
- Maintain a great deal of detail in the day-to-day operation of the branch.
- Understand and analyze financial data and income opportunities for the branch thru the different products and growth the branch according to my market.
- Track profit and loses for the branch.
- Developed an effective plan to attract new businesses thru networking and heavy community involvements.
- Constantly winning different awards like Pinnacle, most deposit growth in the Region, 100% Package Penetration, Net Accounts, Revenue, 296% Small Business Loans increased in 2010, etc.

FARMERS INSURANCE COMPANY

THE FUENTES AGENCY

Insurance Agent. Saukville, WI.

09-04/06-07

- Successfully achieved all goals and expectations by managing the day-to-day operation of the agency
- Create and maintain an effective marketing system.
- Hire, train and motivate an outstanding sales and office team.
- Determine customer's needs for better service.
- Involved in different community events and networking groups to promote Farmers brand and the agency in the area.
- Apply high levels of negotiation educating the customer with the different coverage and products.
- Explain and support the customers through the closing process in a professional manner.
- Won "THE MOST VALUABLE PLAYER" award in the training program among 30 other agents

OFICINA DE SEGUROS FUENTES

President, Margarita Island, Venezuela.

Commercial Insurance office.

04-92/02-04

- ❑ Achieved high levels of negotiation with a wide variety of businesses customers from corporate accounts such as banks and chain stores to small business.
- ❑ Successfully owned and managed the largest commercial insurance group in the state.
- ❑ Hired, supervised and motivated a team of 7 branches, 9 agents and 38 office staff.
- ❑ Commission control for every agent and agency.
- ❑ Statistics of commission, claims, profit sales and goals for every agent.
- ❑ Awarded several travels and insurance conventions to Europe, South and North America.
- ❑ Create a highly efficient and professional database for customer, including customer payments and claims history, different companies for different customers and agents.
- ❑ Integrated marketing strategies for goals achievement in the company including proper advertising, networking plan and referral programs.
- ❑ Developed the ability of determine the right coverage for medium to large business with risk analysis.

EDUCATION AND TRAINING

INSURANCE & SECURITY LICENSES

2004

Property and casualty, health, life, 6 and 63.

ISTITUZIONE DI ASSICURAZIONE

1995

Degree in international insurance, based in international shipping insurance. Pescara, Italy.

UNIVERSIDAD JOSE MARIA VARGAS (JMV University)

1992/1995

3 years / Business Administration. Margarita Island, Venezuela.

I.N.C.E.

1991/1992

Training in different insurance fields.

INSTITUTO EDUCACIONAL NUEVA ESPARTA

1985/1990

High School Degree.

SKILLS

COMPUTER KNOWLEDGE

Microsoft Office: Word, Excel, Outlook, Power Point, and Access

LANGUAGES

Fluently: Spanish, English and Italian.

INTERESTS

Family, Travel, Computers, Meeting new cultures and people, World history and Sports.

AFFILIATIONS

Mason Lodge Port Washington.

Saukville Chamber of Commerce.

Hispanic Professionals of Greater Milwaukee.

Hispanic Chamber of Commerce.

Co-founder and former president of B.N.I. (Business Network International) in Saukville chapter.

Member and co-founder of Milwaukee Networking Group.

Member of the 501 networking group in Port Washington.

Vice President of Latino Entrepreneurial Network.

Secretary and Co-founder of Hispanic Entrepreneur of Wisconsin

Vice President and Co-founder of Business Development Group

Board member of Latino Arts, Inc.

Board Member of Historic Mitchell Street Business Improvement District #14



Legislation Details (With Text)

File #: 110640 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Denise Cunningham to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (7th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 28

Attachments: Appointment Letter, Resume

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110640

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Denise Cunningham to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (7th Aldermanic District)

Drafter

Mayor

TB

9/1/11

August 31, 2011

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

Honorable Members of the Common Council:

I am pleased to appoint Denise R. Cunningham, 4715 West Medford Avenue, Milwaukee, Wisconsin 53216, to the Business Improvement District Board #28 (North Avenue Gateway). This appointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 020830. Ms. Cunningham'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,

Tom Barrett
Mayor

DENISE R. CUNNINGHAM

EDUCATION

Milwaukee Area Technical College Milwaukee, WI
Associate of Arts and Sciences May 20, 2003
Major: Human Services Minor: Certificate—Microcomputer Skills

EXPERIENCE

Fitzsimonds Boys & Girls Club Milwaukee, WI
Branch Office Manager Jan 2007- present

Major Responsibilities:

- Responsible for the management and operation of the Branch Office. Major activities include clerical work, record keeping, bookkeeping, filing, and reception, supervising office and overseeing data collection on outcome measurement and kid tracking.

Skills:

- Responsible for branch operations when the Executive Branch Director and Program Director are not at the site
- Supervise Data Manager and other clerical staff in accordance with policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; rewarding and disciplining employees; addressing complaints and resolving problems.
- Assist with the collection, input, analyzes and disseminates program-related files and outcome information through various complex spreadsheets
- Deliver and implement timely outcome measurements and program reports as requested by the government grants division, the development office and Vice President of Operations.
- Maintains supply of purchase requisitions and check request forms; issues those requisition and request forms to staff; keeps ledger of staff expenditures.
- Prepares and submits invoices for payment, financial deposits; insures proper receipt of all Branch income; maintains adequate supply of receipts, records and monitors cash
- Prepares Branch payroll for submission and disperse bi-weekly payroll checks to employees
- Answers telephone and direct calls to appropriate staff
- Sorts and distributes incoming mail and controls postage
- Maintains up-to-date mailing lists for the Advisory Council, as well as, other committee groups
- Maintains Branch files including but not limited to personnel budgetary, outcome measurement reports
- Operates and maintains office equipment and order supplies
- Schedules meetings and coordinate travel arrangement for field trips, meetings, and etc
- Proficient in Microsoft Word, Excel, Access, PowerPoint, Windows/Internet Explorer, etc

Social Development Commission

VITA Tax Coordinator

Milwaukee, WI
Dec 2006-2008

Major Responsibilities:

- To assist low income residents in achieving financial independence

Skills:

- Supervise and train Tax Preparers
- Electronically file returns and solve rejects issues
- Design and update reports
- Ensure tax payer receives all tax credit to maximize refunds
- Probe for all pertinent information needed to ensure client eligibility for services
- Accurate data entry and retrieval of information using the internet and Microsoft Office Suites
- Proven time management, organization, problem solving and conflict resolution skills
- Proven ability to secure and maintain confidentiality of client information

4715 W Medford Ave
Milwaukee, WI 53216

414.803-8186
cunnidr73@yahoo.com

Social Development Commission
Energy Processing Specialist

Milwaukee, WI
Jul 2006-2008

Major Responsibilities

- Conduct interviews of applicants seeking energy assistance and inputs application information directly into computer system

Skills:

- Conduct client interviews of individuals seeking energy assistance.
- Assist clients with the energy assistance application process.
- Probe for all pertinent information needed to ensure client eligibility for services; including contacting fuel vendors and other outside agencies
- Review computerized data sheets.
- Secure and verify collateral data.
- Refer social service problems to case managers.
- Enter information and factual data on case records using the CARES system (state computer system).
- Prepare and expedite agency forms.
- Maintain records and reports.
- Accurately document information taken from applicant's income forms, bills, etc. and input into computer system.
- Complete/maintain daily report applicant tracking information

Bureau of Milwaukee Child Welfare
Visitation Specialist

Milwaukee WI
Jan 2003-2005

Skills:

- Transport/Supervise children from placement site to scheduled visitation site (supervise in-home visits)
- Facilitate/Monitor/Supervise visits to assess appropriateness of parent/child interaction
- Produce documents and assessments as well as making referrals and case management
- Coordinate travel arrangements

EXTRACURRICULAR ACTIVITIES

- National-Vocational Honor Society
- Phi Theta Kappa Honor Society

References Available upon Request



Legislation Details (With Text)

File #: 110639 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Kelly Felder to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 28

Attachments: Appointment Letter, Resume

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110639

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Kelly Felder to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Drafter

Mayor

TB

9/1/11

August 31, 2011

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

Honorable Members of the Common Council:

I am pleased to appoint Kelly S. Felder, 3203 West North Avenue, Milwaukee, Wisconsin 53208, to the Business Improvement District Board #28 (North Avenue Gateway). This appointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 020830. Ms. Felder'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,

Tom Barrett
Mayor

PHILWAUKEE INVESTMENTS, LLC.

Six years ago being a new business owner/ resident in the BID #28 district I've always wondered what's the purpose of a BID and what it is do they do?

Now that I know, this is something that I definitely need to be apart of. I have strong sense of urgency to see North Avenue flourish with stronger business and a stronger sense of community.

There are a lot of things needed in our community that I feel like I would be able to assist with. I would be a great asset to have on the Business Improvement District board. Being young and having a strong business mind I can connect with the community very easily. I sit on the Education Committee and will soon be on the Business Committee with Washington Park Partners. I'm apart of the interviewing process to hire new teachers and a principal for Westside Academy I&II.

Being a parent involvement coordinator in 2 MPS school provide me the opportunity to hold monthly events where businesses can come and market their business and their services to the community. The parents and myself clean up the neighborhoods regularly and we try to make sure landscaping is up to par. I also clean up and down North Avenue to make sure people are aware that we are a business area. I keep my eyes on the streets to ensure the safety of the community. I would be honored to be a board member of BID #28.

Thank you for your time.

Kelly S. Felder

Owner Philwaukee, Investments, LLC
Redlef Hair Design

Kelly S Felder
Philwaukee Investments, LLC
3201 W North Avenue
Milwaukee, WI 53208
Phone: 414-975-9256
Phone: 414-839-8669
E-mail: Kelly.felder@yahoo.com





Legislation Details (With Text)

File #: 110638 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Dele Ojelabi to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 28

Attachments: Reappointment Letter, Resume, Attendance Record

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110638

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Dele Ojelabi to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Drafter

Mayor

TB

9/1/11

August 31, 2011

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

Honorable Members of the Common Council:

I am pleased to reappoint Mr. Dele Ojelabi, Comcentia, 3341 West North Avenue, Milwaukee, Wisconsin 53208, to the Business Improvement District Board #28 (North Avenue Gateway). This reappointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 020830. Mr. Ojelabi's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor



3341 West North Ave.
Milwaukee, WI 53208
Phone: (414) 871-1100
Cell: (414) 803-3353
E-mail: dojelabi@comcentia.com

DELE OJELABI

SKILLS SUMMARY:

- Over 15 years of professional leadership and software implementation experience. Experience includes *strategic leadership, project management; software design, development, testing and implementation.*
- Extensive experience training technical professionals and conducting technology-training classes for large groups of technology professionals.
- Experience designing and implementing large scale software applications in many languages and platforms including Java, JSP/Servlet, JDBC, Swing, JavaScript, EJB, Websphere Studio, Brio Business Intelligence tools, Crystal Report, Select Business Solutions Design tools, C#, Visual Basic.Net, ASP.Net, C/C++, Oracle, SQL Server.
- Project Management Institute (PMI) Certified Project Management Professional (PMP).

PROFESSIONAL EXPERIENCE:

Comcentia LLC

January 2007 – Date

CEO/Chief Software Architect

- Provide direction and leadership towards the achievement of single scalable software platform for Comcentia.
- Oversee the architecture of onsite and client site software development to ensure efficiency, framework quality, and scalable solutions.
- Lead the conceptual design and development of software specifications for internal and external client custom software implementations.
- Designed and led the technical implementation of various client software solutions including; CRM Solution, Warehouse Management Software, Assets Management Solution, Content Management System, and Electronic Commerce solutions.
- Architecture specialties includes; Assets Management System, Financial Systems, Enterprise Content Management, Microsoft SharePoint, CRM System, Microsoft Dynamics; Web Development, Enterprise Application Architecture and Integration, Business Intelligence, .NET Development, and Business Process Optimization.
- Support the development and implementation of the strategic goals and objectives of the organization.

Cardinal Stritch University, Milwaukee WI

June 2004 – Present

Adjunct Professor

- My current teaching and research interests focuses on Business and Technology.
- Currently teach courses in general management, micro/macro-economics, information systems, and project management.
- Consistently rated highly by students. An end of course response read; *"Mr. Ojelabi was very knowledgeable in this course. I look forward to working with him in the future in other courses he may teach. His demeanor and enthusiasm are contagious. He was more than fair to those students who had not previously had practical experience in this field of study."*

City of Milwaukee

November 2001 – January 2007

System Analyst Sr

- Managed the implementation of a business process models. The goal of the project was to align existing business processes with legal requirements, document and optimize existing processes to enhance process efficiency.
- Led the design and implementation of a new \$25 million, Java web-based pension management information system for the City of Milwaukee Employee's Retirement System; this project is currently in deployment and when fully deployed, the new system is not in deployment.
- The pension management system design and implementation requires extensive use of Java, JSP/Servlet, EJB, Websphere Studio, Brio Business Intelligence tools, Select Business Solutions Design tools, SQL Server and a host of open source tools and utilities.
- Managed the disbursement of over \$200 million legal settlement bonus to member of the City of Milwaukee retirement system.
- Designed and implemented the system for the disbursement of over \$1 million to surviving former members of the City of Milwaukee fire and police survivorship bonus fund. The system was completed and the disbursement was made to living and deceased member's estate in record time without a penny shortfall.
- Led the design and development of a web-based pension benefit calculator for my organization's retirees using Microsoft Visual Studio development tools.
- Managed the performance update, configuration and testing of core system software and database system and coordinated the activities of onsite consultants.

Keane, Inc. Milwaukee, WI*May 2001 – October 2001 (ESI, Inc.)***Lead Developer**

- Implemented a web-based statistical predictive model tool for analytical financial decisions. This tool cut cost by 75% over existing system.
- Work included extensive use of XML and XML DOM, IIS, VB6.0, XPath, XSLT, ASP, Oracle 8i, and Cognos in an enterprise environment.
- Spearheaded the specification effort for all future XML development and client training.

*March 2001 – April 2001 (Johnson Controls Intl.)***Business Analyst**

- Developed the Statement of Work (SOW) of a web integration project for a major division of the client company.
- Carried out client interviews geared towards developing business requirements.
- Analyzed existing client server application, and developed specification for its web-enablement.
- Developed the gap analysis for the business requirement SOW

*October 1999 – February 2001 (Johnson Controls Intl.)***Developer**

- Implemented, as part of a team, an e-commerce application with a total budget of 700k. The architecture and design used in this application became the reference implementation for Keane eBusiness framework.
- Designed and implemented class access module and all error handling routines of the COM object for the project.
- Developed MTS compatible COM components dealing with financial transaction and confidential information, 100 hours under schedule.
- Developed stored procedures, packages, functions and created relational tables and logic for Oracle database. Converted flat files from legacy system into relational Oracle data.
- Used ASP, XML, XSLT, JavaScript and HTML to develop dynamic and interactive user interface.
- Developed web based reports with Cognos Impromptu and PowerPlay.

Technip Paris, France.*February 1997-September 1997***Project Management Assistant**

- Worked with the Project Manager on project planning and budgeting of \$750 million PetroCanada Terra Nova offshore project as well as \$12 million Shell Petroleum 6" offshore flexible gas pipeline installation.
- Prepared project's monthly report and budget using Excel and Scitor's Project Scheduler.
- Coordinated the activities of subcontractors.

EDUCATION

Doctorate of Business Administration (DBA)

University of Newcastle, Newcastle Upon Tyne, United Kingdom

- Research thesis on new technology adoption and diffusion
- Expected thesis submission date; June 2011

Master of Science in Management Information Systems

University of Wisconsin-Milwaukee

- Received graduate teaching assistantship.

Master of Business Administration (*MBA, international finance*)

Ecole Nationale des Ponts et Chaussées, Paris, France

Bachelor of Science in Finance

University of Lagos, Nigeria

CERTIFICATIONS:

- *Certified Project Management Professional (PMP)*
- *Microsoft Certified Professional in Visual Basic 6.0*

PERSONAL DATA:

- *Language: English/French*
- *US Citizen*



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



Office of the City Clerk

Re: Common Council File Number 110638

Reappointment of Dele Ojelabi to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

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 on September 12, 2011.

- Number of meetings held: 12
- Number of meetings attended: 11
- Number of excused absences:
- Number of unexcused absences: 1

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

Very truly yours,

Ronald D Leonhardt
Ronald D Leonhardt



Legislation Details (With Text)

File #: 110637 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Marie Gordon to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 28

Attachments: Reappointment Letter, Resume, Attendance Record

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110637

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Marie Gordon to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Drafter

Mayor

TB

9/1/11

August 31, 2011

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

Honorable Members of the Common Council:

I am pleased to reappoint Marie Gordon, 2443 North 14th Street, Milwaukee, Wisconsin 53206, to the Business Improvement District Board #28 (North Avenue Gateway). This reappointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 020830. Ms. Gordon's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor

Marie Gordon

2443 N. 14th Street, Milwaukee, WI 53206, 414.418.9007 (cell) gordonmteog@yahoo.com

Objective To obtain a position in which I can utilize my extensive customer service and sales skills.

Experience *E&M Citgo, Milwaukee, WI*

Owner/Supervisor, October 1, 2002 - April 8 2011

- Supervised 15 employees, Payroll Administrator.
- Generated daily reports pertaining to business operations
- Inventoried store orders, ordered supplies and gasoline deliveries.
- Managed monthly meeting with vendors ie...Jay's, Frito-Lay, 7-up, Pesi-Cola.
- Trained all employees in customer service, use of cash register, daily maintenance of store.
- A committee member on the North Ave Business Improvement District Board.

YMCA Parklawn Branch, Milwaukee, WI

Membership Service Representative, 1999-2002

- Performed sales of YMCA memberships.
- Serviced customers and members through front desk services, maintained phone coverage.
- Prepared computer generated membership documents.
- Selected as *Membership Representative of the Month*.

Ameritech, Milwaukee, WI

Maintenance Administrator-Consumer Repair Center, 1984-1999

- Performed preventive maintenance analysis and diagnostic trouble shooting.
- Prioritized and dispatched repair equipment for trouble shooting and resolution.
- Educated external customers on enhanced calling features.
- Met and exceeded all office performance measurements.
- Provided customers with Ameritech products and services.

Service Leader-Consumer Repair Center

- Responsible for monitoring Maintenance Administrators' adherence to break and lunch schedule.
- Supervised customer call volumes, handled daily reports for Consumer Repair Center for five states.
- Handled all customer escalation that Maintenance Administrators were unable to satisfy.

Service Clerk-Centralized Repair Bureau

- Processed incoming repair inquires, entered trouble reports into a CRT in a timely manner.
- Analyzed customer inquiries, determined type of trouble and routed ticket to appropriate departments for resolution.

Ameritech Motor Vehicle-Dispatcher & Administrative Service Center

- Dispatched repair mechanics to appropriate garages for daily truck repairs.
- Handled payroll, timesheets and answered dispatch calls.
- Answered call for analyst and performed typing duties.
- Sorted mail and arranged conference meetings.

**Education/
Training**

<i>4Cs, Milwaukee, WI</i>	Certification as a Child Care Provider	2000
<i>Concordia College, Milwaukee, WI</i>	Completed course work	1976
<i>West Division High School, Milwaukee, WI</i>	HS Diploma	1974



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



Office of the City Clerk

Re: Common Council File Number 110637

Reappointment of Marie Gordon to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

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 on September 12, 2011.

- Number of meetings held: 23
- Number of meetings attended: 23
- Number of excused absences: 0
- Number of unexcused absences: 0

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

Very truly yours,

Ronald D Leonhardt
Ronald D Leonhardt



Legislation Details (With Text)

File #: 110636 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Johnny Moutry to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 28

Attachments: Reappointment Letter, Resume, Attendance Record

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110636

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Johnny Moutry to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

Drafter

Mayor

TB

9/1/11

August 31, 2011

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

Honorable Members of the Common Council:

I am pleased to reappoint Johnny L. Moutry, Jr., New Covenant Housing Corp., Inc., 2331 North 39th Street, Milwaukee, Wisconsin 53210, to the Business Improvement District Board #28 (North Avenue Gateway). This reappointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 020830. Mr. Moutry's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor

Johnny L. Moutry, Jr.

CURRENT POSITION

Executive Director

New Covenant Housing, Corp, Inc.

2331 North 39th Street

Milwaukee WI 53210

EXPERIENCE

- Retired Chemist : Pharmacia \ UpJohn – Milwaukee, WI
- Retired Medical Technologist
VA Zablocki Medical Center, Milwaukee, WI
- Housing Development- New Covenant Housing Corp., Inc.- Developed and completed 20 million dollar affordable housing & commercial space projects consisting of 100 townhouse units and 16 apartments.
- Housing Developer- Completed the renovation of the New Covenant Educational facility to house MMABSE Arete” School and Daycare.
- Housing Developer- Ezekiel Community Development, Inc. Developed and completed 1.5 million dollar project consisting of single family ownership at 16-17th & Galena Streets.
- North Avenue Community Development Interim Director
- Executive Director: MMABSE II-Arete’ School of Excellence

EDUCATION

- University of Arkansas- Pine Bluff: Bachelors’ of Science
Major: B. S. Degree: Biology/Chemistry
- Medical Laboratory Technology Training-United States Army- Fort McPherson, Georgia

PROFESSIONAL DEVELOPMENT TRAINING

- LISC – Local Initiatives Corporation
- Housing Development and Business Seminars and Training
- Grant Writing

ADVISORY BOARDS Experiences:

- **President: Ezekiel Community Development**
- **Past President -Metropolitan Milwaukee Civic Alliance**
- **President: Milwaukee Frontiers, International**
- **Past President of National Frontiers International**
- **Juneau High School Entrepreneurship-Milwaukee Public Schools**
- **House of Peace- Milwaukee, Wisconsin**
- **WWBIC (Wisconsin's Women's Business Initiative Corporation)**
- **North Avenue Community Development(BID)**
- **New Covenant Housing Corporation Board of Directors**
- **New Covenant Baptist Church Credit Union**
- **Harambee Board of Directors**

CIVIC RECOGNITIONS:

- **Milwaukeean of The Year - Milwaukee Magazine, 1996**
- **State of Wisconsin Commendation from Governor Tommy Thompson**
- **Book of Golden Deeds Award- The Exchange Club of Milwaukee**
- **Urban Economic Development Association- (Professional Leadership)**
- **Wilbur Halyard Award for Community Service**
- **Milwaukee Times – Black Excellence Award**
- **External/Service Award-Milwaukee Club of Frontiers**
- **Internal Service Award- National Frontiers International**
- **Alpha Kappa Alpha Sorority Trail Blazer Award**
- **Milwaukee Community Journal Men Who Make A Difference**

Religious Affiliations

- **New Covenant Baptist Church: Member of Deacon Board and Men's Ministry**



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



Office of the City Clerk

Re: Common Council File Number 110636

Reappointment of Johnny Moutry to the Business Improvement District Board #28 (North Avenue Gateway) by the Mayor. (15th Aldermanic District)

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 on September 12, 2011.

- Number of meetings held: 23
- Number of meetings attended: 22
- Number of excused absences: 0
- Number of unexcused absences: 1

Please return this information to Charlotte Rodriguez, 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 #: 110571 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to the establishment of the Year 2012 Funding Allocation Plan.

Sponsors: THE CHAIR

Indexes: COMMUNITY BLOCK GRANT ADMINISTRATION, COMMUNITY DEVELOPMENT BLOCK GRANT, FEDERAL GRANTS

Attachments: 2012 Proposed Funding Plan, Cover Letter, LRB CDBG Memo, 2012 Proposed Funding Plan (Revised pg. 8)

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL			

Number

110571

Version

ORIGINAL

Reference

Sponsors

THE CHAIR

Title

Resolution relative to the establishment of the Year 2012 Funding Allocation Plan.

Analysis

Body

Whereas, The City of Milwaukee appears to be eligible for community development entitlement funding for year 2012 estimated at \$20,566,589 (CDBG funds \$13,250,000; HOME funds, \$6,000,000; ESG funds, \$740,157; and HOPWA funds \$576,432); now therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the 2012 Funding Allocation Plan is approved as attached; and, be it

Further Resolved, That the authorization for the funding listed in the resolution is subject to the availability of the Year 2012 community development funding and the release of funds for this purpose by HUD; and, be it

Further Resolved, That the Community Development Grants Administration is authorized to prepare and submit the Annual Action Plan for community development funding to the United States Department of Housing and Urban Development (HUD) in accordance with the City's Strategic Plan.

Requestor

Drafter

2012Funding Plan-IMDTE-ADOPTION

08/24/11



City of Milwaukee- Community Development Grants Administration

2012 Proposed Funding Allocation Plan (FAP)

Date of Release: September 1, 2011



CDDBG
Milwaukee

NOTICE OF POSSIBLE FUNDING REDUCTION

- This disclaimer serves as notice to all recipients of funding awarded under the City of Milwaukee- Community Development Grants Administration (CDGA).

Should availability of federal funds:

Community Development Block Grant (CDBG),

HOME Investment Partnerships,

Stewart E. McKinney Emergency Shelter Grants (ESG),

Housing Opportunities for Persons with AIDS (HOPWA)

be reduced, the City of Milwaukee's Community and Economic Development Committee can modify and reduce either the Grantee's and/or Sub-grantee's award compensation or the Grantee's and/or Sub-grantee's program year or both. In the event of such a modification or reduction the Grantee and/or Sub-grantee shall be notified in advance of the pending Community and Economic Development Committee meeting where such action shall take place.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The Community Development Block Grant program was established by Congress in 1974 with the passage of the Housing and Community Development Act. This program provides funds to municipalities and other units of government around the country to develop viable urban communities. This is accomplished by providing affordable, decent housing, a suitable living environment and by expanding economic opportunities principally for low and moderate income persons. Local units of government develop their own programs and funding priorities, however all activities must be consistent with one or more of the following HUD national objectives:

- Principally benefits low/moderate income persons
- Prevents or eliminates slum or blight
- Addresses an urgent need or problem in the community (e.g., natural disaster)

As a Participating Jurisdiction (PJ) and entitlement community, the City of Milwaukee-Community Development Grants Administration (CDGA), receives annual funding allocations from the Federal government to fund activities to address these National Objectives.

As a recipient of these funds, the City of Milwaukee is required to submit to HUD an annual Funding Allocation Plan that describes how the City will utilize Federal funds to address the national objectives in a manner that will produce the greatest measurable impact on our community.

The statutes for the Federal formula grant programs set forth three basic goals against which the plan and the City's performance under the plan will be evaluated by HUD. The City must state how it will pursue these goals for all community development programs.

HUD statutory program goals are:

DECENT HOUSING - which includes:

- Assisting homeless persons obtain affordable housing;
- Assisting persons at risk of becoming homeless;
- Retaining the affordable housing stock;
- Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability;
- Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence; and
- Providing affordable housing that is accessible to job opportunities.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

A SUITABLE LIVING ENVIRONMENT - which includes:

- Improving the safety and livability of neighborhoods;
- Eliminating blighting influences and the deterioration of property and facilities;
- Increasing access to quality public and private facilities and services;
- Reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods;
- Restoring and preserving properties of special historic, architectural, or aesthetic value; and
- Conserving energy resources and use of renewable energy sources.

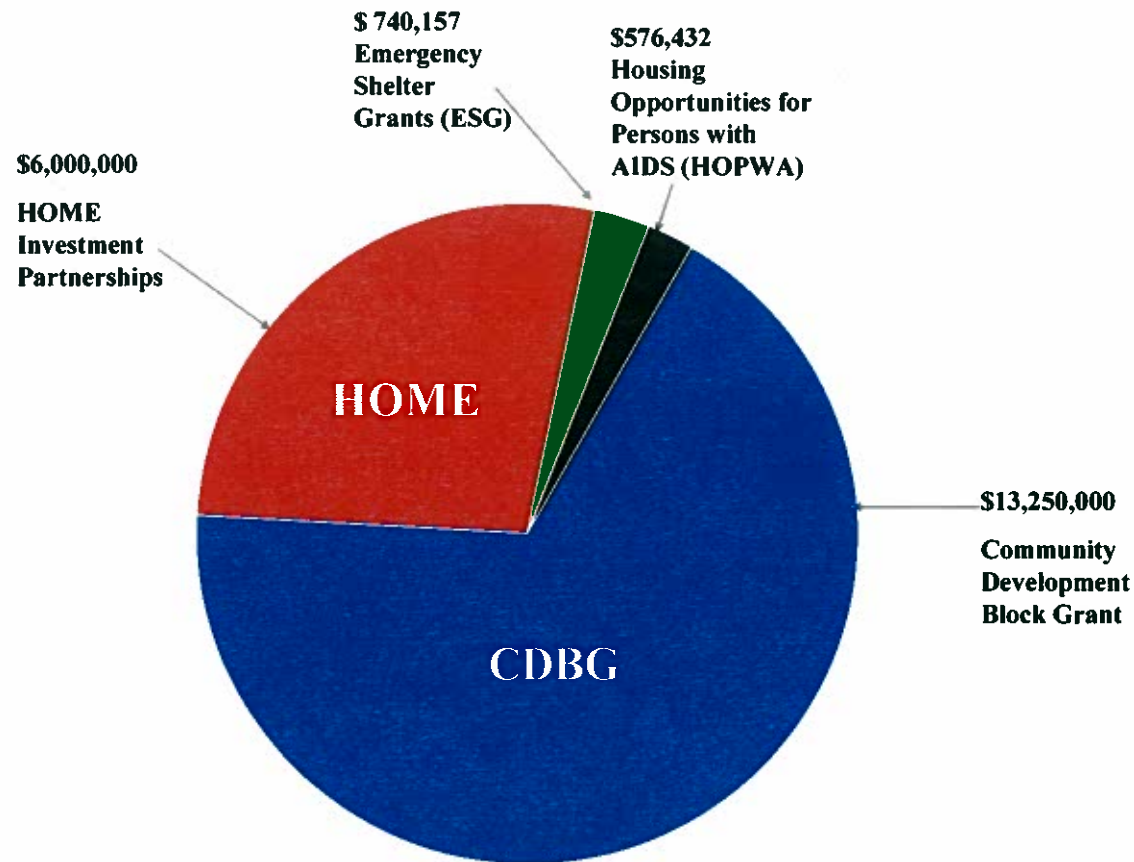
EXPANDED ECONOMIC OPPORTUNITIES- which includes:

- Job creation and retention;
- Establishment, stabilization and expansion of small businesses (including micro-businesses);
- The provision of public services concerned with employment;
- The provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan;
- Availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices;
- Access to capital and credit for development activities that promote the long-term economic and social viability of the community; and
- Empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

Long-term outcomes linked to these goals are:

- **Availability/Accessibility** – This outcome relates to programs that make services, housing, infrastructure, public services, or shelter accessible or available to low or moderate income persons, include those with special needs and/or disabilities.
- **Affordability** – This outcome relates to programs that provide affordability to low or moderate income persons and can include affordable housing.
- **Sustainability** – This outcome relates to programs that improve communities and promote viability such as removing slum and blight or other services that sustain communities.

2012 Proposed City of Milwaukee Block Grant Entitlement Allocation



2012 Proposed Federal Entitlement Allocation

Community Development Block Grant (CDBG)	\$ 13,250,000
HOME Investment Partnership (HOME)	\$ 6,000,000
Emergency Shelter Grants Program (ESG)	\$ 740,157
Housing Opportunities for People with AIDS (HOPWA)	<u>\$ 576,432</u>
Total	\$ 20,566,589

HUD OBJECTIVES & OUTCOMES FOR 2012 Proposed Neighborhood Initiatives

HUD Objective: Create Suitable Living Environment HUD Outcome: Sustainability	HUD Objective: Provide Decent Affordable Housing HUD Outcome: Affordability	HUD Objective: Create Economic Opportunities HUD Outcome: Sustainability
<p>Community Organizing/Crime Prevention/NSP</p> <p>Community Prosecution Unit</p> <p>Community Partners</p> <p>Homeless Shelters</p> <p>Graffiti Abatement</p> <p>Receivership of Nuisance properties</p> <p>Tenant Assistance Program</p> <p>Landlord/Tenant Compliance Program</p> <p>Youth Services</p> <p>Nuisance Building Demolition</p> <p>Housing and Services for Persons with AIDS</p>	<p>Housing Production</p> <p>Neighborhood Improvement Program (NIP)</p> <p>Rental Rehabilitation</p> <p>Owner-Occupied Home Rehab Loan Program</p> <p>Homebuyer Counseling</p> <p>Code Enforcement Program</p> <p>Housing Accessibility Program</p> <p>Milwaukee Builds Program</p> <p>Lead Paint Abatement</p> <p>Fair Housing Enforcement</p> <p>Environmental Planning & Review</p> <p>FOCUS Fire Prevention Program</p>	<p>Employment Services (Job Training & Placement/Job Placement)</p> <p>Special Economic Development – Assistance for Businesses</p> <p>Emerging Business Enterprise Program</p> <p>Summer Youth Internship Program</p> <p>Land Management/Spot Acquisition</p> <p>Vacant Lot Redevelopment</p> <p>Brownfields Redevelopment</p>

2012 Proposed Community Based Organizations' Initiatives

- Community Organizing*
- Community Prosecution Unit
- Community Partners
- Tenant Assistance Program
- Employment Services *
- Economic Development *
- Fair Housing Enforcement
- Youth Services: General *
- Youth Services: Mandated Safe Places
- Homebuyer Counseling
- Technical Assistance for CBOs
- Homeless Shelters
- Graffiti Abatement
- Housing Accessibility Program *
- Housing: Neighborhood Improvement Program
- Housing Production
- Milwaukee Builds Program
- Housing Opportunities for Persons with AIDS *

**** Request for Proposal (RFP) required***

2012 Proposed CDBG Entitlement Allocation

(By Category)

I. Public Service

Community Organizing

➤ Neighborhood Strategic Planning	\$ 810,000
➤ Community Partners Initiative	\$ 200,000
➤ Community Prosecution Unit	\$ 200,000

Public Service- General

➤ Youth Services: General	\$ 690,000
➤ Youth Services: Mandated Safe Places	\$ 150,000
➤ Employment Services	\$ 400,000
➤ Drivers License Recovery/ Employment Project	\$ 100,000

Homebuyer Counseling \$ 300,000

Homeless Shelters \$ 900,000

Public Service Total \$3,750,000

2012 Proposed CDBG Entitlement Allocation

(By Category)

II. Planning

- Fair Housing Enforcement/Education/ Predatory Lending \$ 130,000
- Continuum of Care Planning \$ 8,000
- Analysis of Impediments Study \$ 12,500

Planning Total \$ 150,500

III. Economic Development (ED)

- Special Economic Development \$ 400,000

ED Total \$ 400,000

IV. Capacity Building

- Technical Assistance to CBO's \$ 75,000

Capacity Total \$ 75,000

2012 Proposed CDBG Entitlement Allocation

(By Category)

V. Housing

➤ Housing Accessibility Program	\$ 60,000
➤ Neighborhood Improvement Program	\$ 768,697
➤ Milwaukee Builds Program	\$ 280,803
➤ Graffiti Abatement	\$ 80,000
➤ Tenant Assistance Program	<u>\$ 75,000</u>
Housing Total	\$ 1,264,500

2012 Proposed CDBG Entitlement Allocation

(By Category Summary)

➤ Public Service	\$ 3,750,000
➤ Planning	\$ 150,500
➤ Economic Development	\$ 400,000
➤ Capacity Building	\$ 75,000
➤ Housing	<u>\$ 1,264,500</u>
	\$ 5,640,000
 CITY CDBG Allocation	 <u>\$ 7,610,000</u>
 2012 Proposed CDBG Entitlement Allocation	 \$ 13,250,000

2012 Proposed HOME Entitlement Allocation

(By Category)

I. Housing

➤	Neighborhood Improvement Program	\$ 2,842,000
➤	Housing Production	\$ 1,200,000
➤	CHDO Operating Cost	\$ 300,000
➤	Milwaukee Builds Program	\$ 400,000
		<u>\$ 4,742,000</u>

CITY HOME Allocation **\$ 1,258,000**

2012 Proposed HOME Entitlement Allocation **\$ 6,000,000**

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Director

DATE: August 25, 2011

RE: Resolution for Immediate Adoption

Attached is a file regarding the 2012 Funding Allocation Plan that seeks the approval from the Common Council.

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

Attachment



MEMORANDUM

LEGISLATIVE REFERENCE BUREAU

WWW.MILWAUKEE.GOV/LRB

To: Honorable Members, Common Council
From: Amy E. Hefter – Legislative Fiscal Analyst, ext. 2290
Date: August 30, 2011
Subject: Revised - Community Development Block Grant (CDBG) Year 2012 Funding Allocation Plan (FAP)

This memo sets forth the Community Development Block Grant (CDBG) Year 2012 Funding Allocation Plan (FAP) changes made by the Community and Economic Development Committee and Common Council.

Table 1, on page 2, titled, Community Development Block Grant Year 2012 Funding Allocation Plan (FAP) – CCFN 110342, shows the changes that were made at the Community and Economic Development Committee on July 18, 2011 and the Common Council meeting on July 26, 2011. In addition, the table also shows the requested changes to the FAP in the mayoral message veto of August 4, 2011.

Table 2, on page 3, titled, Community Development Block Grant Year 2012 Funding Allocation Plan (FAP) – CCFN 110342 VS. CCFN 110571, shows the changes to the Year 2012 Funding Allocation Plan if Common Council File Number 110571 is adopted. The difference between the plan adopted by CCFN 110342 and the proposed plan introduced by CCFN 110571 is \$400,000. \$400,000 is subtracted from public service (\$375,000) and capacity building (\$25,000) categories of the Year 2012 CDBG Entitlement Allocation and added to the City CDBG Allocation. The total 2012 Proposed CDBG Entitlement Allocation remains the same.

In addition, attached to this memo are the U.S. Department of Housing and Urban Development's 15% Public Services Cap regulation requirements. These regulations were referenced in the Mayor's veto message. HUD requires that the total amount of CDBG funds obligated for public services activities must not exceed 15% of the annual grant allocation. Please note that only funds that are expended in public services count toward the 15% cap.

I hope this information proves helpful. Please contact me with any questions you may have concerning this issue.

TABLE 1: Community Development Block Grant Year 2012 Funding Allocation Plan (FAP) – CCFN 110342

2012 Proposed CDBG Entitlement Allocation (By Category)	CDGA Proposed Plan	Revised July 18, 2011 CD Committee	Change	Revised July 26, 2011 CC Meeting	Change	Mayoral Veto Message of 8/4/2011	Change
I. Public Service							
Community Organizing							
• Neighborhood Strategic Planning	\$810,000	\$900,000	+\$90,000	\$900,000	\$0	\$810,000	-\$90,000
• Community Partners Initiative	\$200,000	\$250,000	+\$50,000	\$250,000	\$0	\$200,000	-\$50,000
• Community Prosecution Unit	\$200,000	\$275,000	+\$75,000	\$275,000	\$0	\$200,000	-\$75,000
Public Service-General							
• Youth Services: General	\$600,000	\$800,000	+\$200,000	\$800,000	\$0	\$600,000	-\$200,000
• Youth Services: Mandated Safe Places	\$150,000	\$200,000	+\$50,000	\$200,000	\$0	\$150,000	-\$50,000
• Employment Services	\$400,000	\$400,000	\$0	\$400,000	\$0	\$400,000	\$0
• Drivers License Recovery/Employment Project	\$0	\$100,000	+\$100,000	\$100,000	\$0	\$0	-\$100,000
Homebuyer Counseling	\$300,000	\$300,000	\$0	\$300,000	\$0	\$300,000	\$0
Homeless Shelters	\$900,000	\$900,000	\$0	\$900,000	\$0	\$900,000	\$0
Public Service Total	\$3,560,000	\$4,125,000	+\$565,000	\$4,125,000	\$0	\$3,560,000	-\$565,000
II. Planning							
• Fair Housing Enforcement/ Education/Predatory Lending	\$130,000	\$130,000	\$0	\$130,000	\$0	\$130,000	\$0
• Continuum Care Planning	\$8,000	\$8,000	\$0	\$8,000	\$0	\$8,000	\$0
• Analysis of Impediments Study	\$12,500	\$12,500	\$0	\$12,500	\$0	\$12,500	\$0
Planning Total	\$150,500	\$150,500	\$0	\$150,500	\$0	\$150,500	\$0
III. Economic Development (ED)							
• Special Economic Development	\$400,000	\$400,000	\$0	\$400,000	\$0	\$400,000	\$0
ED Total	\$400,000	\$0	\$0	\$400,000	\$0	\$400,000	\$0
IV. Capacity Building							
• Technical Assistance to CBO's	\$75,000	\$100,000	+\$25,000	\$100,000	\$0	\$75,000	-\$25,000
Capacity Total	\$75,000	\$100,000	+\$25,000	\$100,000	\$0	\$75,000	-\$25,000
V. Housing							
• Housing Accessibility Program	\$60,000	\$60,000	\$0	\$60,000	\$0	\$60,000	\$0
• Neighborhood Improvement Program	\$768,697	\$768,697	\$0	\$768,697	\$0	\$768,697	\$0
• Milwaukee Builds Program	\$290,803	\$270,803	-\$20,000	\$280,803	+\$10,000	\$290,803	+\$10,000
• Graffiti Abatement	\$70,000	\$90,000	+\$20,000	\$80,000	-\$10,000	\$70,000	-\$10,000
• Tenant Assistance Program	\$75,000	\$75,000	\$0	\$75,000	\$0	\$75,000	\$0
Housing Total	\$1,264,500	\$1,264,500	\$0	\$1,264,500	\$0	\$1,264,500	\$0
2012 Proposed CDBG Entitlement Allocation							
I. Public Service	\$3,560,000	\$4,125,000	+\$565,000	4,125,000	\$0	\$3,560,000	-\$565,000
II. Planning	\$150,500	\$150,500	\$0	\$150,500	\$0	\$150,500	\$0
III. Economic Development	\$400,000	\$400,000	\$0	\$400,000	\$0	\$400,000	\$0
IV. Capacity Building	\$75,000	\$100,000	+\$25,000	\$100,000	\$0	\$75,000	-\$25,000
V. Housing	\$1,264,500	\$1,264,500	\$0	\$1,264,500	\$0	\$1,264,500	\$0
CITY CDBG Allocation	\$7,800,000	\$7,210,000	-\$590,000	\$7,210,000	\$0	\$7,800,000	+\$590,000
2012 Proposed CDBG Entitlement Allocation	\$13,250,000	\$13,250,000	\$0	\$13,250,000	\$0	\$13,250,000	\$13,250,000

**TABLE 2: Community Development Block Grant
Year 2012 Funding Allocation Plan (FAP) –
CCFN 110342 VS. CCFN 110571**

2012 Proposed CDBG Entitlement Allocation (By Category)	CCFN 110342 Revised July 26, 2011 CC Meeting	CCFN 110571	Change
I. Public Service			
Community Organizing			
• Neighborhood Strategic Planning	\$900,000	\$810,000	-\$90,000
• Community Partners Initiative	\$250,000	\$200,000	-\$50,000
• Community Prosecution Unit	\$275,000	\$200,000	-\$75,000
Public Service-General			
• Youth Services: General	\$800,000	\$690,000	-\$110,000
• Youth Services: Mandated Safe Places	\$200,000	\$150,000	-\$50,000
• Employment Services	\$400,000	\$400,000	\$0
• Drivers License Recovery/Employment Project	\$100,000	\$100,000	\$0
Homebuyer Counseling	\$300,000	\$300,000	\$0
Homeless Shelters	\$900,000	\$900,000	\$0
Public Service Total	\$4,125,000	3,750,000	-\$375,000
II. Planning			
• Fair Housing Enforcement/ Education/Predatory Lending	\$130,000	\$130,000	\$0
• Continuum Care Planning	\$8,000	\$8,000	\$0
• Analysis of Impediments Study	\$12,500	\$12,500	\$0
Planning Total	\$150,500	\$150,500	\$0
III. Economic Development (ED)			
• Special Economic Development	\$400,000	\$400,000	\$0
ED Total	\$400,000	\$400,000	\$0
IV. Capacity Building			
• Technical Assistance to CBO's	\$100,000	\$75,000	-\$25,000
Capacity Total	\$100,000	\$75,000	-\$25,000
V. Housing			
• Housing Accessibility Program	\$60,000	\$60,000	\$0
• Neighborhood Improvement Program	\$768,697	\$768,697	\$0
• Milwaukee Builds Program	\$280,803	\$280,803	\$0
• Graffiti Abatement	\$80,000	\$80,000	\$0
• Tenant Assistance Program	\$75,000	\$75,000	\$0
Housing Total	\$1,264,500	\$1,264,000	\$0
2012 Proposed CDBG Entitlement Allocation			
I. Public Service	4,125,000	3,750,000	-\$375,000
II. Planning	\$150,500	\$150,500	\$0
III. Economic Development	\$400,000	\$400,000	\$0
IV. Capacity Building	\$100,000	\$75,000	-\$25,000
V. Housing	\$1,264,500	\$1,264,500	\$0
	\$6,040,000	\$5,640,000	-\$400,000
CITY CDBG Allocation	\$7,210,000	\$7,610,000	+\$400,000
2012 Proposed CDBG Entitlement Allocation	\$13,250,000	\$13,250,000	\$0

Chapter 7: Public Services

The payments are made directly to the provider of such services on behalf of an individual or family.

Income payments that are provided as a loan are permissible within the public services cap.

Political activities are ineligible.

7.2 Public Services Cap

The following is a summary of the topics in this section, applicable statutory and regulatory citations, and other reference materials available from HUD.

Key Topics In This Section: The public services cap, Public services cap exceptions

Regulatory/Statutory Citations: 570.201(e), 570.207

Other Reference Materials on This Topic: CDBG Guide to National Objectives and Eligible Activities, Chapter 2

The total amount of CDBG funds **obligated** for public services activities must not exceed 15 percent of the annual grant allocation **plus** 15 percent of program income received during the prior year.

The only exception to this rule is for grantees that obligated more than 15 percent of their fiscal year 1982 or 1983 funds for public services.

Public services carried out by subrecipients **are subject to** the 15 percent public services cap.

Because the public services category covers numerous important activities but is limited by the 15 percent cap, grantees should make efforts to see if a service type activity meets another CDBG eligibility category. For example, removing graffiti from public buildings is a public service. However assisting private properties with graffiti removal may be better categorized as eligible property rehabilitation activities.

In addition, the CDBG regulations offer flexibility in using CDBG for certain public services, particularly services designed to increase employment opportunities, **outside** of the 15 percent cap. The eligibility options include:

Provision of assistance to microenterprises as a separate eligible activity. This includes technical assistance, business support services, and other similar services to owners of microenterprises or persons developing microenterprises;

Certain job training and job placement services are considered to be an activity delivery cost if provided in connection with eligible economic development projects under 570.203;

Job training, job placement and other employment support services that are carried out by a qualified Community-Based Development Organization (CBDO), as part of certain types of projects, and which are specifically designed to increase economic opportunities including peer support programs, child care, counseling, transportation and other similar services; and

Any type of services carried out by a qualified CBDO, as part of certain types of projects, pursuant to a strategy as part in a HUD-approved NRSA.



City of Milwaukee- Community Development Grants Administration

2012 Proposed Funding Allocation Plan (FAP)

Date of Release: September 1, 2011
Revised: September 6, 2011



CDBG
Milwaukee

NOTICE OF POSSIBLE FUNDING REDUCTION

- This disclaimer serves as notice to all recipients of funding awarded under the City of Milwaukee- Community Development Grants Administration (CDGA).

Should availability of federal funds:

Community Development Block Grant (CDBG),

HOME Investment Partnerships,

Stewart E. McKinney Emergency Shelter Grants (ESG),

Housing Opportunities for Persons with AIDS (HOPWA)

be reduced, the City of Milwaukee's Community and Economic Development Committee can modify and reduce either the Grantee's and/or Sub-grantee's award compensation or the Grantee's and/or Sub-grantee's program year or both. In the event of such a modification or reduction the Grantee and/or Sub-grantee shall be notified in advance of the pending Community and Economic Development Committee meeting where such action shall take place.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The Community Development Block Grant program was established by Congress in 1974 with the passage of the Housing and Community Development Act. This program provides funds to municipalities and other units of government around the country to develop viable urban communities. This is accomplished by providing affordable, decent housing, a suitable living environment and by expanding economic opportunities principally for low and moderate income persons. Local units of government develop their own programs and funding priorities, however all activities must be consistent with one or more of the following HUD national objectives:

- Principally benefits low/moderate income persons
- Prevents or eliminates slum or blight
- Addresses an urgent need or problem in the community (e.g., natural disaster)

As a Participating Jurisdiction (PJ) and entitlement community, the City of Milwaukee-Community Development Grants Administration (CDGA), receives annual funding allocations from the Federal government to fund activities to address these National Objectives.

As a recipient of these funds, the City of Milwaukee is required to submit to HUD an annual Funding Allocation Plan that describes how the City will utilize Federal funds to address the national objectives in a manner that will produce the greatest measurable impact on our community.

The statutes for the Federal formula grant programs set forth three basic goals against which the plan and the City's performance under the plan will be evaluated by HUD. The City must state how it will pursue these goals for all community development programs.

HUD statutory program goals are:

DECENT HOUSING - which includes:

- Assisting homeless persons obtain affordable housing;
- Assisting persons at risk of becoming homeless;
- Retaining the affordable housing stock;
- Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability;
- Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence; and
- Providing affordable housing that is accessible to job opportunities.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

A SUITABLE LIVING ENVIRONMENT - which includes:

- Improving the safety and livability of neighborhoods;
- Eliminating blighting influences and the deterioration of property and facilities;
- Increasing access to quality public and private facilities and services;
- Reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods;
- Restoring and preserving properties of special historic, architectural, or aesthetic value; and
- Conserving energy resources and use of renewable energy sources.

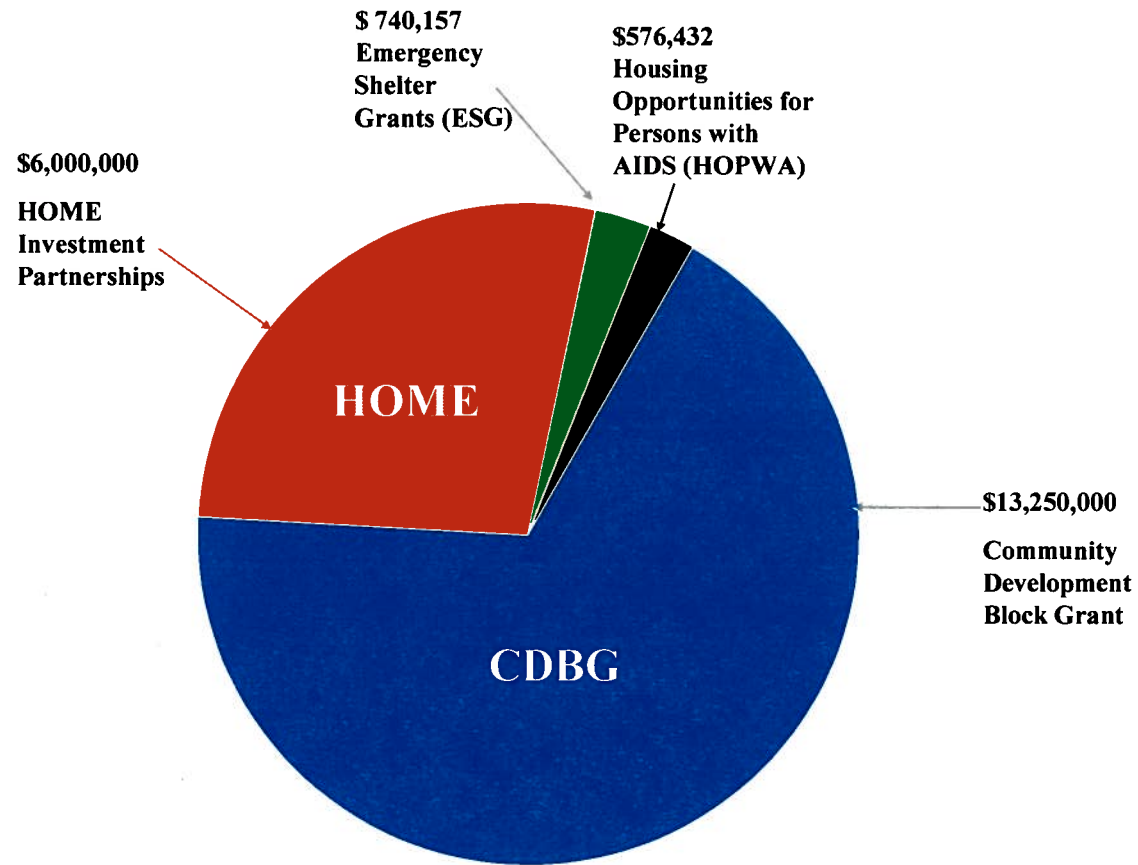
EXPANDED ECONOMIC OPPORTUNITIES- which includes:

- Job creation and retention;
- Establishment, stabilization and expansion of small businesses (including micro-businesses);
- The provision of public services concerned with employment;
- The provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan;
- Availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices;
- Access to capital and credit for development activities that promote the long-term economic and social viability of the community; and
- Empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

Long-term outcomes linked to these goals are:

- **Availability/Accessibility** – This outcome relates to programs that make services, housing, infrastructure, public services, or shelter accessible or available to low or moderate income persons, include those with special needs and/or disabilities.
- **Affordability** – This outcome relates to programs that provide affordability to low or moderate income persons and can include affordable housing.
- **Sustainability** – This outcome relates to programs that improve communities and promote viability such as removing slum and blight or other services that sustain communities.

2012 Proposed City of Milwaukee Block Grant Entitlement Allocation



2012 Proposed Federal Entitlement Allocation

Community Development Block Grant (CDBG)	\$ 13,250,000
HOME Investment Partnership (HOME)	\$ 6,000,000
Emergency Shelter Grants Program (ESG)	\$ 740,157
Housing Opportunities for People with AIDS (HOPWA)	<u>\$ 576,432</u>
Total	\$ 20,566,589

HUD OBJECTIVES & OUTCOMES FOR 2012 Proposed Neighborhood Initiatives

HUD Objective: Create Suitable Living Environment HUD Outcome: Sustainability	HUD Objective: Provide Decent Affordable Housing HUD Outcome: Affordability	HUD Objective: Create Economic Opportunities HUD Outcome: Sustainability
Community Organizing/Crime Prevention/NSP Community Prosecution Unit Community Partners Homeless Shelters Graffiti Abatement Receivership of Nuisance properties Tenant Assistance Program Landlord/Tenant Compliance Program Youth Services Nuisance Building Demolition Housing and Services for Persons with AIDS	Housing Production Neighborhood Improvement Program (NIP) Rental Rehabilitation Owner-Occupied Home Rehab Loan Program Homebuyer Counseling Code Enforcement Program Housing Accessibility Program Milwaukee Builds Program Lead Paint Abatement Fair Housing Enforcement Environmental Planning & Review FOCUS Fire Prevention Program	Employment Services (Job Training & Placement/Job Placement) Special Economic Development – Assistance for Businesses Emerging Business Enterprise Program Summer Youth Internship Program Land Management/Spot Acquisition Vacant Lot Redevelopment Brownfields Redevelopment

2012 Proposed Community Based Organizations' Initiatives

- Community Organizing* (NSP Areas 6, 8, 12)
- Community Prosecution Unit
- Community Partners
- Tenant Assistance Program
- Employment Services *
- Economic Development *
- Fair Housing Enforcement
- Youth Services: General *
- Youth Services: Mandated Safe Places
- Homebuyer Counseling
- Technical Assistance for CBOs
- Homeless Shelters
- Graffiti Abatement
- Housing Accessibility Program
- Housing: Neighborhood Improvement Program
- Housing Production
- Milwaukee Builds Program
- Housing Opportunities for Persons with AIDS *

**** Request for Proposal (RFP) required***

2012 Proposed CDBG Entitlement Allocation

(By Category)

I. Public Service

Community Organizing

➤ Neighborhood Strategic Planning	\$ 810,000
➤ Community Partners Initiative	\$ 200,000
➤ Community Prosecution Unit	\$ 200,000

Public Service- General

➤ Youth Services: General	\$ 690,000
➤ Youth Services: Mandated Safe Places	\$ 150,000
➤ Employment Services	\$ 400,000
➤ Drivers License Recovery/ Employment Project	\$ 100,000

Homebuyer Counseling \$ 300,000

Homeless Shelters \$ 900,000

Public Service Total \$3,750,000

2012 Proposed CDBG Entitlement Allocation

(By Category)

II. Planning

➤ Fair Housing Enforcement/Education/ Predatory Lending	\$ 130,000
➤ Continuum of Care Planning	\$ 8,000
➤ Analysis of Impediments Study	<u>\$ 12,500</u>

Planning Total \$ 150,500

III. Economic Development (ED)

➤ Special Economic Development	\$ 400,000
--------------------------------	------------

ED Total \$ 400,000

IV. Capacity Building

➤ Technical Assistance to CBO's	<u>\$ 75,000</u>
---------------------------------	------------------

Capacity Total \$ 75,000

2012 Proposed CDBG Entitlement Allocation

(By Category)

V. Housing

➤ Housing Accessibility Program	\$ 60,000
➤ Neighborhood Improvement Program	\$ 768,697
➤ Milwaukee Builds Program	\$ 280,803
➤ Graffiti Abatement	\$ 80,000
➤ Tenant Assistance Program	<u>\$ 75,000</u>

Housing Total \$ 1,264,500

2012 Proposed CDBG Entitlement Allocation

(By Category Summary)

➤ Public Service	\$ 3,750,000
➤ Planning	\$ 150,500
➤ Economic Development	\$ 400,000
➤ Capacity Building	\$ 75,000
➤ Housing	<u>\$ 1,264,500</u>
	\$ 5,640,000
 CITY CDBG Allocation	 <u>\$ 7,610,000</u>
 2012 Proposed CDBG Entitlement Allocation	 \$ 13,250,000

2012 Proposed HOME Entitlement Allocation

(By Category)

I. Housing

➤	Neighborhood Improvement Program	\$ 2,842,000
➤	Housing Production	\$ 1,200,000
➤	CHDO Operating Cost	\$ 300,000
➤	Milwaukee Builds Program	\$ 400,000
		\$ 4,742,000

CITY HOME Allocation **\$ 1,258,000**

2012 Proposed HOME Entitlement Allocation **\$ 6,000,000**



Legislation Details (With Text)

File #: 110569 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to the transfer of \$650,000 of Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program funding from the Milwaukee Metropolitan Sewerage District to the UMCS Townhomes.

Sponsors: THE CHAIR

Indexes: COMMUNITY BLOCK GRANT ADMINISTRATION, COMMUNITY DEVELOPMENT BLOCK GRANT, FEDERAL GRANTS

Attachments: Cover Letter, MMSD Letter

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110569

Version
SUBSTITUTE 1

Reference

Sponsor
THE CHAIR

Title

Substitute resolution relative to the transfer of \$650,000 of Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program funding from the Milwaukee Metropolitan Sewerage District to the UMCS Townhomes.

Analysis

Body

Whereas, The Common Council of the City of Milwaukee has previously approved the CDBG-EAP award to the Milwaukee Metropolitan Sewerage District (MMDS) in the amount of \$1,894,000 for the activity of Renter-Occupied Housing Replacement; and

Whereas, Milwaukee Metropolitan Sewerage District (MMSD) has notified the Community Development Grants Administration (CDGA) in the attached letter of their recommendation to transfer \$650,000 to the United Methodist Children’s Services (UMCS) to construct 24 units of housing; and

Whereas, The operation of the this grant award will run through June 30, 2014; now therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Community Developments Grants Administration is authorized to transfer \$650,000 of CDBG-EAP funding to UMCS-Townhomes to construct 24 units; and, be it

Further Resolved, That UMCS-Townhomes shall submit budgets and activity reports in the amounts

and according to any conditions approved by the Common Council, to the Community Development Grants Administration and the City Comptroller for review and approval; and, be it

Further Resolved, That payments for CDBG-EAP costs incurred shall be paid in accordance with approved CDBG-EAP reimbursement policy based on the approval by the Community Development Grants Administration and the City Comptroller.

Requestor

Drafter
CDGA-CDBG-EAP-Townhomes
09/06/11

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Director

DATE: August 25, 2011

RE: Title Only Resolution for Introduction

Attached is a Title only resolution regarding the transfer of CDBG-EAP funding that seeks the approval from the Common Council.

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

Attachment



Preserving The Environment •
Improving Water Quality

Kevin L. Shafer, P.E.
Executive Director

September 6, 2011

Steven L. Mahan, Director
Community Development Block Grant Program
City of Milwaukee
200 East Wells, Room 606
Milwaukee, WI 53202

Dear Director Mahan:

I am writing in support of your agency's request that \$650,000 from Community Development Block Grants – Emergency Assistance Program (CDBG-EAP) funds be used to construct 24 units of housing at the proposed United Methodist Children's Services housing development project, known as UMCS Phase III on Lisbon Avenue in the Washington Park neighborhood.

As you are aware, the Milwaukee Metropolitan Sewerage District and the City of Milwaukee partnered on a grant application to the Wisconsin Department of Commerce to fund projects to minimize future flood damage and to help Milwaukee recover from the 2008 flooding and storms. In 2010, the Wisconsin Department of Commerce approved our grant requested committing up to \$8.2 million in CDBG-EAP grant funding to assist in Milwaukee's flood recovery projects.

Of this amount, up to \$1.9 million was awarded for renter-occupied housing replacement for housing units being removed in the Kinnickinnic River Flood Management Project area. I support using \$650,000 from this category of funding for UMCS Phase III. It is my hope that we will continue to work together to identify activities that will utilize the remaining funds in this category in a manner that benefits the Kinnickinnic River project area and Milwaukee's economy and quality of life.

I also wish to thank you and your agency for your support and advocacy for these flood recovery grant funds. As a direct result of our partnership, these CDBG-EAP grant funds are helping to revitalize Milwaukee neighborhoods and making it possible for the Falk Complex in the Menomonee Valley to expand and add jobs.

Sincerely,

Kevin Shafer, P.E.
Executive Director



Legislation Details (With Text)

File #: 110570 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relating to the transfer of the Neighborhood Stabilization Program 2 funding from Milwaukee Reclamation Company, LLC to the Department of City Development.

Sponsors: THE CHAIR

Indexes: COMMUNITY BLOCK GRANT ADMINISTRATION, COMMUNITY DEVELOPMENT BLOCK GRANT

Attachments: Cover Letter, DCD Rocky Marcoux letter

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110570

Version
SUBSTITUTE 1

Reference

Sponsor
THE CHAIR

Title
Substitute resolution relating to the transfer of the Neighborhood Stabilization Program 2 funding from Milwaukee Reclamation Company, LLC to the Department of City Development.

Analysis
This resolution would transfer \$300,000 of NSP2 funding from the Milwaukee Neighborhood Reclamation Company (MNRC) Land Bank activity to the Department of City Development.

Body
Whereas, The Common Council of the City of Milwaukee has previously approved the award to the Milwaukee Neighborhood Reclamation Company (MNRC) for the Neighborhood Stabilization Program 2 (NSP2) in the amount of \$2,000,000 for Land Bank activity ; and

Whereas, The Department of City Development has notified the Community Development Grants Administration (CDGA) in the attached letter of their request to transfer \$300,000 to the Department of City Development for the creation of the Land Bank activity; and

Whereas, DCD will comply with the NSP2 requirements that Land Bank properties have and end use; now therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Community Developments Grants Administration is authorized to transfer \$300,000 of NSP2 funding to DCD and for the Land Bank activity; and, be it

Further Resolved, That DCD shall submit budgets and activity reports in the amounts and according to any conditions approved by the Common Council, to the Community Development Grants Administration and the City Comptroller for review and approval; and, be it

Further Resolved, That payments for NSP2 costs incurred shall be paid in accordance with approved NSP2 reimbursement policy based on the approval by the Community Development Grants Administration and the City Comptroller.

Requestor

Drafter
CDGA-NSP2-MNRC
09/06/11

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Director

DATE: August 25, 2011

RE: Title Only Resolution for Introduction

Attached is a Title only resolution regarding the transfer of NSP2 funding from MNRC, LLC to the Department of City Development that seeks the approval from the Common Council.

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

Attachment



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

August 22, 2011

Mr. Steven Mahan, Director
Block Grant Administration
Department of Administration
City Hall, Room 606

Dear Mr. Mahan:

Re: Maintaining In REMS with NSP2 funds

In the effort to preserve, stabilize and maintain City of Milwaukee vacant In Rem properties to the highest degree possible and support ongoing efforts in the City's NSP2 Target Area, the Department of City Development (DCD) is formally requesting to utilize NSP2 funds allocated to the City for landbanking activity to maintain a select group of City-owned tax foreclosed properties that fall within the established NSP2 target neighborhoods. This request is being made after receiving updated policy guidance from the U.S. Department of Housing and Urban Development on this issue, as well as discussions with your office.

To achieve this goal, DCD is requesting that \$300,000 be transferred from the Milwaukee Neighborhood Reclamation Company LLC (NS2900000000) to a newly created DCD account to be used for this purpose. It is believed that each of the four 2011 In Rem lists that DCD receives from the Treasurer's Office will yield a minimum of 30 eligible properties to be maintained with NSP2 funds. Prior to NSP2 funds being expended on a specific property, a disposition strategy will be identified which complies with the NSP requirement that landbanked properties are slated for an end use which meets the "Area Benefit" national objective in the City's NSP2 target neighborhoods. The \$300,000 allocation would allow DCD to service an estimated 120 properties ("projects") from mid-September 2011 through 2012 based upon the following average and seasonal maintenance costs per improved property:

- \$150 in snow removal costs based upon a 50-inch snow fall season
- \$900 to secure the property with painted boards
- \$450 in seasonal grass cutting from April through October
- \$1,000 for a standard property clean out

Mr. Steven Mahan
August 22, 2011
Page 2

This results in average expected expenditures of \$2,500 per property. These estimates are based on averages, so there will be variations on the amount expended per property based on holding period, number of openings requiring boarding, extreme weather, etc. Please feel free to contact Clifton Crump, who manages the improved neighborhood properties for DCD, with any questions or concerns that you might have at Ext. 5805.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rocky Marcoux".

Rocky Marcoux
Commissioner



Legislation Details (With Text)

File #: 110430 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 7/26/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to application, acceptance and funding of a 2012 Global Youth Service Day Lead Agency Grant.

Sponsors: THE CHAIR

Indexes: DEPARTMENT OF CITY DEVELOPMENT, GRANTS, YOUTH EMPLOYMENT

Attachments: Grant Analysis Form.pdf, Grant Budget Form.pdf

Date	Ver.	Action By	Action	Result	Tally
7/26/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110430
Version
ORIGINAL
Reference

Sponsor
THE CHAIR

Title
Resolution relative to application, acceptance and funding of a 2012 Global Youth Service Day Lead Agency Grant.

Analysis
This resolution authorizes the Department of City Development to apply for, accept and fund a 2012 Global Youth Service Day Lead Agency Grant from Youth Service America, Inc. in the amount of \$2,000 with a City Share of \$0 and a Grantor Share of \$2,000. The purpose of this project is to conduct planning, coordination and promotion of citywide activities as part of 2012 Global Youth Service Day on April 20-22, 2012.

Body
Whereas, The City of Milwaukee ("City") is eligible for grant funds from Youth Service America, Inc. to plan, coordinate and promote citywide 2012 Global Youth Service Day ("2012 GYSD") activities; and

Whereas, The City received 2011 Global Youth Service Day Lead Agency grant funds from Youth Service America, Inc. to plan, coordinate and promote citywide 2011 Global Youth Service Day activities; and

Whereas, Milwaukee's 2011 Global Youth Service Day attracted more than 825 young people from nearly 50 schools and community-based organizations to a variety of community service and service-learning projects; and

Whereas, Community service and service-learning are effective strategies to engage students in their education and better prepare them for high school graduation, career planning and post-secondary educational success, while providing needed services to other Milwaukee residents; and

Whereas, The operation of this 2012 GYSD grant from October 1, 2011 to July 1, 2012 will cost \$2,000 of which, \$0 (0 percent) will be provided by the City and \$2,000 (100 percent) will be provided by the Grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to Youth Service America, Inc. is authorized and the Department of City Development shall accept this grant without further approval unless the terms of the grant change as indicated in Section 304.81, Milwaukee Code of Ordinance; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the project/grant parent of the 2012 Special Revenue Grant and Aid Projects Fund, the following amounts for the project titled 2012 Global Youth Service Day Lead Agency Grant:

Project Grant: GR0001100000
Fund: 0150
Org: 9990
Program: 0001
By: 0000
Sub/Class: R999
Acct: 000600
Project: Grantor Share
Amount: \$2,000

2. Create the necessary grant and aid project/grant and project/grant levels and budget against these project grant values the amount required under the grant agreement.

3. Establish the necessary City Share project values; and, be it

Further Resolved, That these funds are appropriated to the Department of City Development, which is authorized to:

1. Expend from the amount appropriated, sums for specified purposes, as indicated in the grant budget, and incur costs consistent with the award date.

Drafter
DCD:WJM:wjm
07/26/11/B

**GRANT ANALYSIS FORM
OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS**

Department/Division: CITY DEVELOPMENT

Contact Person & Phone No: William J. Malone, ext. 5894

Category of Request

- New Grant
 Grant Continuation
 Change in Previously Approved Grant

Previous Council File No.

Previous Council File No.

Previous Council File No.

Previous Council File No.

Project/Program Title: 2012 Global Youth Service Day/Life Ventures Partnership

Grantor Agency: YOUTH SERVICE AMERICA, INC.

Grant Application Date: 07/15/11

Anticipated Award Date: 08/15/11

Please provide the following information:

1. Description of Grant Project/Program (Include Target Locations and Populations):

DCD is applying to Youth Service America, Inc. for a planning grant to be a local Lead Agency for 2012 Global Youth Service Day - April 20-22, 2012. Lead Agencies are organizations that increase the scale, visibility, and impact of Global Youth Service Day by leading GYSD in their city, region, or state. Lead Agencies convene a planning coalition of at least 10 partner organizations that collectively engage at least 600 youth volunteers in service on GYSD, engage local media and elected officials, and plan a high profile signature project or celebration of service. In 2011, DCD served as Milwaukee's Lead Agency and helped provide community service and service-learning activities for more than 825 students from nearly 50 schools and community-based organizations.

2. Relationship to Citywide Strategic Goals and Departmental Objectives:

This grant supports Milwaukee's economic development plan goal to, "Grow the workforce employers need by encouraging Milwaukeeans to finish high school and pursue post-secondary education" by supporting and expanding collaborative initiatives, such as the Life Ventures Partnership, that promote the future vitality of Milwaukee's economy by preparing young people to become life-long learners, productive workers and self-sufficient citizens

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

There will be no fiscal or operational impact on other city departments.

4. Results Measurement/Progress Report (Applies only to Programs):

As Lead Agency, DCD will:

- Organize a coalition (at least 10 organizations, including youth representatives), by conducting a comprehensive outreach effort to organizations (nonprofits and community based organizations, K-12 schools, universities, faith-based organizations, government entities, and others) resulting in an event that will engage at least 1,000 youth volunteers;
- Facilitate the coalition's planning process for 2012 Global Youth Service Day in Milwaukee to implement service activities on April 20-22, 2012;
- Have one representative attend the Youth Service Institute in Philadelphia, PA in October, 2011.
- Plan a high profile public service project, demonstration activity, or celebration event on April 20-22, 2012, and invite members of the media, VIPs and local (mayor, city council members), state (governor, state legislators) and federal (US Representatives and Senators) government officials to participate in this event;

- Promote service-learning and educate coalition members about how to make their projects service-learning projects, including use of the Semester of Service framework (assistance and tools to be provided by YSA);
- Select and provide YSA with a contact for the day-to-day liaison who will correspond regularly with the Director of Outreach;
- Provide YSA with contact information for a day-to-day media liaison who will be responsible for coordinating local media outreach for GYSD, and serve as contact person for YSA's Director of Communications;
- Produce, disseminate and provide YSA with press releases and media advisories based on templates provided by YSA and to select a Global Youth Service Day youth spokesperson to represent their efforts and commitment to youth service as part of this media outreach;
- Involve local, state or national government officials in GYSD activities to build political support for youth service;
- Post GYSD service projects developed by coalition, or to work with coalition members to post their own projects, to www.GYSD.org by March 15, 2012;
- Add a link to the YSA or GYSD websites, a web banner, or a widget to their website;
- Brand all service activities as Global Youth Service Day events (this may be in conjunction with other branding), and to brand all promotional materials with the GYSD and State Farm logos (in addition to other relevant logos);
- Provide YSA with periodic electronically submitted updates;
- Provide YSA with photos, copies of media clips and internal marketing materials from GYSD;
- Complete the online Lead Agency evaluation and encourage coalition members to complete local project organizer evaluations by survey.

5. Grant Period, Timetable and Program Phase-out Plan:

GRANT - FROM 10/1/2011 TO 7/1/2012

6. Provide a List of Subgrantees:

N/A

7. If Possible, Complete Grant Budget Form and Attach to Back.



Legislation Details (With Text)

File #: 110467 **Version:** 0

Type: Communication **Status:** In Committee

File created: 7/26/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of City Development relating to a report detailing cooperative ventures undertaken by the City of Milwaukee and the Milwaukee Area Workforce Investment Board from January 1, 2011 through June 30, 2011.

Sponsors: THE CHAIR

Indexes: DEPARTMENT OF CITY DEVELOPMENT, EMPLOYMENT, JOBS, REPORTS AND STUDIES, YOUTH EMPLOYMENT

Attachments:

Date	Ver.	Action By	Action	Result	Tally
7/26/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110467
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Communication from the Department of City Development relating to a report detailing cooperative ventures undertaken by the City of Milwaukee and the Milwaukee Area Workforce Investment Board from January 1, 2011 through June 30, 2011.

Drafter
DCD:WJM:wjm
07/26/11/A



Legislation Details (With Text)

File #: 110657 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the sale and issuance of \$2,675,000 Industrial Development Revenue Refunding Bonds, Series 2011, R&B Wagner, Inc. Project, in the 9th Aldermanic District.

Sponsors: ALD. PUENTE

Indexes: INDUSTRIAL DEVELOPMENT BONDS, INDUSTRIAL REVENUE BONDS

Attachments: Exhibit A, Bond Financing Agreement

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number

110657

Version

SUBSTITUTE 1

Reference

110332

Sponsor

ALD. PUENTE

Title

Substitute resolution authorizing the sale and issuance of \$2,675,000 Industrial Development Revenue Refunding Bonds, Series 2011, R&B Wagner, Inc. Project, in the 9th Aldermanic District.

Analysis

This substitute resolution provides the terms relating to and authorizes the sale and issuance of industrial development revenue bonds, i.e., \$2,675,000 principal amount of Industrial Development Revenue Refunding Bonds, Series 2011 (R&B Wagner, Inc. Project) to refinance the outstanding principal amount of the \$5,000,000 City of Milwaukee, Wisconsin Variable Rate Demand Industrial Development Revenue Bonds, Series 2001 (R&B Wagner, Inc. Project).

Body

Whereas, The City of Milwaukee, Wisconsin (the "City"), is a municipal corporation organized and existing under and pursuant to the laws of the State of Wisconsin and is authorized by Section 66.1103, Wisconsin Statutes, as amended (the "Act"):

- a. To issue revenue bonds to finance all or any part of the costs of the construction, equipping, reequipping, acquisition, purchase, installation, reconstruction, rebuilding, rehabilitation, improving, supplementing, replacing, maintaining, repairing, enlarging, extending or remodeling of industrial projects and the improvement of sites for industrial projects.
- b. To fund the whole or part of any revenue bonds issued by the City.
- c. To enter into a revenue agreement with a Borrower pursuant to which the Borrower agrees to cause said project to be constructed and to pay the City an amount of funds sufficient to provide for the prompt payment, when due, of the principal of and interest

on said revenue bonds; and

Whereas, The City has issued its \$5,000,000 City of Milwaukee, Wisconsin Variable Rate Demand Industrial Development Revenue Bonds, Series 2001 (R&B Wagner, Inc. Project), dated July 26, 2001 (the "Series 2001 Bonds"); and

Whereas, The Series 2001 Bonds were issued to finance the purchase of land, the renovation and expansion of an existing manufacturing facility and the acquisition of machinery and equipment (collectively, the "Project"), which is owned and operated by R&B Wagner, Inc., a Wisconsin corporation (the "Borrower"); and

Whereas, The Borrower determined that it would be beneficial to refinance the Project by issuing revenue refunding bonds to refund the Series 2001 Bonds (the "Refunding"); and

Whereas, On July 26, 2011 the City's Common Council (the "Governing Body") adopted an initial resolution (the "Initial Resolution") pursuant to the Act wherein it was resolved that the City would issue its revenue refunding bonds to effect the Refunding, subject however, to the satisfaction of certain conditions including the approval of this Governing Body of the terms of said bonds and the revenue agreement described in the Initial Resolution; and

Whereas, In accordance with the Initial Resolution, a notice of the adoption of the Initial Resolution was published once in The Daily Reporter (the City's official newspaper for the publication of notices pursuant to Chapter 985 of the Wisconsin Statutes) giving the electors of the City an opportunity to file a petition with the City Clerk for a referendum on the question of the issuance of the Bonds, as defined below, within 30 days of the date of publication of such notice; and

Whereas, No sufficient petition for referendum on the question of the issuance of the Bonds was filed with the City Clerk within 30 days of the publication of the notice of the adoption of the Initial Resolution; and

Whereas, The Governing Body has found and determined that the Project is a qualified "project" within the meaning of the Act and that the Borrower is an "eligible participant" within the meaning of the Act; and

Whereas, The Governing Body has found and determined that the City has derived and will continue to derive public benefits from the Project and its operation, including by way of illustration, but not limitation, the following: the provision and retention of gainful employment opportunities for the citizens of the City; the stimulation of the flow of investment capital into the City with resultant beneficial effects on the economy in the City; and the preservation and enhancement of the City's tax base; and

Whereas, The Borrower has now requested that the City provide for the issuance of its \$2,675,000 Industrial Development Revenue Refunding Bonds, Series 2011 (R&B Wagner, Inc. Project) (the "Bonds") upon the terms set forth in this resolution; and

Whereas, In connection therewith the Borrower has presented the City with proposed documentation for the Bonds, as follows:

(a) A Bond Financing Agreement, to be dated as of the date of issuance of the Bonds (the "Bond Financing Agreement"), to be entered into by and among the City, the Borrower, TCF National Bank, a national banking corporation (the "Bank"), and TCF Investment Management, Inc. a Minnesota corporation (the "Purchaser"), setting forth the terms and conditions on which the City will sell and the Purchaser will purchase the Bonds; providing for the creation of the Bonds, the terms thereof and the security therefor; and providing for a loan of the Bond proceeds to the Borrower on repayment terms scheduled to provide the City with revenues sufficient to retire the Bonds in accordance with their terms.

(b) A Promissory Note, to be dated the date of issuance of the Bonds (the "Promissory Note"), to be issued by the Borrower payable to the order of the City in the principal equal to the Bonds as evidence of the borrowing provided for in the Bond Financing Agreement and to be assigned by the City to the Purchaser.

(c) A Tax Compliance Agreement, to be dated as of the date of issuance of the Bonds (the "Tax Agreement") to be entered into between the City, the Borrower and the Purchaser; and

Whereas, In accordance with the Act, this resolution, and the aforesaid instruments and documents, the Bonds and interest thereon shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation, shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers, and shall not constitute or give rise to any personal liability of any member of the Governing Body or of any officers or employees of the City on the Bonds or for any act or omission related to the authorization or issuance of the Bonds; and

Whereas, It is in the public interest of the City to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing to promote the betterment of the environment and the economy of the City and to stimulate a large flow of private investment funds into the City; and

Whereas, The Governing Body has found and determined that the public interest will be served if the City were to permit the Borrower to refinance the Project by refunding the Series 2001 Bonds; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that:

Section 1. Findings and Determinations.

Based on representations of the Borrower, it has been found and determined and is hereby declared:

- (a) That the Project is a qualified "project" under and for the purposes of the Act.
- (b) That the Borrower is a qualified "eligible participant" under and for the purposes of the Act.
- (c) That the Bond Financing Agreement meets the requirements of a "revenue agreement" under and for the purposes of the Act.
- (d) That the estimated aggregate cost of the Refunding is not less than \$2,675,000.
- (e) That the payments required to be made by the Borrower under the Bond Financing Agreement are sufficient in amount to pay, when due, the principal of, premium, if any, and interest on the Bonds.
- (f) That all conditions set forth in the Initial Resolution have been satisfactorily met.

Section 2. Authorization to Borrow and to Lend.

The City shall borrow, but only in the manner herein recited, the sum of \$2,675,000 to effect the Refunding. Said borrowing shall be accomplished through the sale of the Bonds issued pursuant to the Act. The City shall lend the sum of \$2,675,000 to the Borrower pursuant to the terms of the Bond Financing Agreement, which borrowing shall be evidenced by the Promissory Note and secured as provided in the Bond Financing Agreement.

Section 3. Designation, Denomination, Tenor and Maturity of Bonds Created for Issuance.

The Bonds shall be issued in the principal amount of \$2,675,000 and shall be designated:

CITY OF MILWAUKEE, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE REFUNDING BOND, SERIES 2011
(R&B WAGNER, INC. PROJECT)

The principal of the Bonds shall mature on September 1, 2031 and shall be subject to mandatory redemptions on the first business day of each month as described in Exhibit C to the Bond Financing Agreement, based on the interest rates then in effect, all as provided in the Bond Financing Agreement.

Capitalized terms used and not otherwise defined herein shall have the meaning set forth below:

"Fixed Rate" means, for any Reset Period, a rate per annum equal to the lesser of (1) 25 percent per annum or (2) the product of the Multiplier multiplied by the greater of (a) the sum of (i) the Credit Spread plus (ii) the applicable Treasury Rate for such Reset Period or (b) 5.25 percent per annum.

"Floating Rate" means a rate per annum equal, for each quarterly interest period, to the lesser of (1) 25 percent per annum or (2) the product of the multiplier used by the owner of the Bonds for determining the interest rate on tax-exempt borrowings, multiplied by the greater of (a) the three-month LIBOR rate (determined as provided in the Bond Financing Agreement) for such quarterly interest period or (b) 4.0 percent per annum.

"Initial Interest Rate" means the rate of 3.675 percent per annum.

"Interest Payment Date" means the first Business Day of each month, commencing November 2011.

"Original Issue Date" means the date on which the Bonds are issued and sold as provided in this resolution.

"Reset Date" means each of September 1, 2016, September 1, 2021 and September 1, 2026 (or, if any such day is not a Business Day, the next succeeding Business Day).

"Reset Period" means each period from, and including, a Reset Date to, but excluding, the next Reset Date or the Final Maturity Date, as the case may be.

"Taxable Event" means the circumstance of interest paid or payable on the Bonds becoming includable in the gross income of any Owner for federal income tax purposes as a consequence of any act, omission or event whatsoever including, without limitation, a failure by the City or the Borrower to observe and comply with any covenant, agreement or representation in the Bond Financing Agreement or the Tax Agreement.

"Taxable Rate" means, at any time, the interest rate that would otherwise be in effect if the multiplier used by the owner of the Bonds for determining the interest rate on tax-exempt borrowings were equal to 1.0.

The outstanding principal amount of the Bonds shall bear interest from and including the Original Issue Date until payment of the entire principal amount thereof shall have been made as provided in the Bond Financing Agreement, payable on each Interest Payment Date, at a rate per annum (subject to adjustment as provided in the Bond Financing Agreement) equal to (i) during the period from, and including, the Original Issue Date to, but not including, the initial Reset Date, the Initial Interest Rate, and (ii) during any Reset Period, at the Fixed Rate for such Reset Period or the Floating Rate in effect from time to time during such Reset Period, as selected by the Borrower or otherwise established pursuant to the Bond Financing Agreement. Upon the occurrence of a Taxable Event, the interest rate on the Bonds shall, subject to the conditions described in the Bond Financing Agreement, be converted to a rate equal to the Taxable Rate then in effect. Upon the occurrence and during the continuance of an Event of Default under the Bond

Financing Agreement, the interest rate on the Bonds shall, effective on the date of such Event of Default, be converted to a rate equal to the lesser of (i) 25 percent per annum or (ii) the Initial Interest Rate, Floating Rate, Fixed Rate or Taxable Rate, as then applicable, plus 6 percent per annum. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

The Bonds shall be issuable as a single fully registered bond in the denomination of the entire principal amount thereof, and when issued, will be registered in the name of the Purchaser. The Bonds and the interest thereon shall be transferable by and shall be payable to the registered owner thereof in the manner and with the effect provided in the Bond Financing Agreement. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the designated office of the Purchaser.

The Bonds shall be dated as of the Original Issue Date and issued in the form set forth in the Bond Financing Agreement, with such insertions therein as shall be necessary to comply with the terms of this resolution and with such corrections therein, if any, as bond counsel may require for conformity with the terms of this resolution, the Bond Financing Agreement and the Act.

Section 4. Execution of Bonds.

The Bonds shall be executed on behalf of the City by the Mayor under the official seal of the City attested by its City Clerk and countersigned by its City Comptroller. The signatures of the Mayor, the City Clerk and the City Comptroller may be manual or facsimile. The official seal may be actually impressed or imprinted or may be reproduced thereon by facsimile.

Section 5. Bonds as Limited Obligations.

The Bonds and interest thereon shall never be or be considered a general obligation of the City or an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 6. Source of Payment; Pledge of Revenues.

The Bonds shall be limited obligations of the City payable by it solely from revenues and income derived by or for the account of the City from or for the account of the Borrower pursuant to the terms of the Promissory Note and the Bond Financing Agreement; including, without limitation, (i) all payments by the Borrower on the Promissory Note or pursuant to the terms in the Bond Financing Agreement, and (ii) all amounts derived by recourse to the collateral as described in the Bond Financing Agreement; but excluding any amounts derived by the City for its own account pursuant to the terms in the Bond Financing Agreement.

As security for the payment of the principal of, premium, if any, and interest on the Bonds, the City shall pledge and assign to the Purchaser all of its right, title and interest in and to the Promissory Note and the Bond Financing Agreement, except for its rights to receive and enforce payment of certain taxes, expenses and indemnity payments from the Borrower as set forth in the Bond Financing Agreement.

Section 7. Redemption of Bonds Prior to Maturity.

The Bonds shall be subject to optional and mandatory redemption prior to maturity as provided in the Bond Financing Agreement. Notice of any redemption of the Bonds prior to stated maturity shall be given in the manner provided in the Bond Financing Agreement.

Section 8. Determination of Revenue Payment.

The amount necessary in each year to pay the principal of, premium, if any, and interest on the Bonds is the sum of (i) the amount of principal installments due in such year in accordance with the Bond Financing Agreement, as reduced from time to time by reason of prior redemptions; plus (ii) the principal amount of the Bonds to be redeemed in such year in accordance with a call for redemption made in accordance with the Bond Financing Agreement, plus the premium, if any, payable with respect thereto; plus (iii) the amount of interest on the Bonds becoming due in such year in accordance with paragraph 3 of this resolution and the Bond Financing Agreement.

In expressing the Borrower's obligation to make the necessary revenue payments, it shall suffice herein and in the Bond Financing Agreement to state that the Borrower shall be obligated to pay the City (or the Purchaser for the account of the City) amounts sufficient to pay, when due, the principal of, premium, if any, and interest on the Bonds.

The Bond Financing Agreement contains provisions, adequate in the judgment of the Governing Body, requiring the Borrower to provide for the maintenance of the Project and the carrying of all proper insurance with respect thereto. Consequently, the Borrower need not be required to pay amounts into any reserve funds for the retirement of the Bonds or for the maintenance of the Project.

Section 9. Award of Bonds; Execution and Delivery of the Bond Financing Agreement.

The Borrower has negotiated for the sale of the Bonds to the Purchaser in installments from time to time as provided in the Bond Financing Agreement at a price of 100 percent of the principal amount thereof. Given the purposes of the financing and the involvement of the City therewith, it is the determination of the Governing Body that the Bonds shall be hereby awarded to the Purchaser at the price aforesaid with delivery to follow in the manner, at the time and subject to the conditions set forth in the Bond Financing Agreement. As evidence thereof, the Mayor, the City Clerk and the City Comptroller are hereby authorized and directed for and in the name of the City to execute, affix with the official seal of the City and deliver the Bond Financing Agreement, a copy of which is attached to this Common Council File, and in substantially the form presented herewith, or with such insertions therein or corrections thereto as shall be approved by the Mayor and the City Clerk consistent with this resolution and the terms of the Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 10. Execution and Delivery of the Tax Agreement and the Assignment of the Promissory Note.

The terms and provisions of the Tax Agreement and the Promissory Note are hereby approved. The Mayor, the City Clerk and the City Comptroller are hereby authorized for and in the name of the City to execute, affix with the official seal of the City and deliver the Tax Agreement and the assignment of the Promissory Note in the respective forms thereof, or with such insertions therein or corrections thereto as shall be approved by the Mayor, the City Clerk and the City Comptroller consistent with this resolution and the terms of the Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 11. Execution and Delivery of the Bonds.

The Mayor, the City Clerk and the City Comptroller are hereby authorized for and in the name of the City to execute the Bonds in the manner authorized by paragraph 4 of this resolution. Subject to the terms and conditions of the Bond Financing Agreement, the City shall deliver the Bonds to the Purchaser against the initial payment of the purchase price therefor.

Section 12. Designation of Registrar, Authenticating Agent and Determination Agent.

The City hereby designates and appoints TCF National Bank to perform the functions of the bond registrar and authenticating agent under the Bond Financing Agreement and to perform the interest rate determination functions under the Bond Financing Agreement with respect to the Floating Rate. The City hereby finds that the Purchaser is qualified to act as such agent.

Section 13. General Authorizations.

The Mayor, the City Clerk, the City Comptroller and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, publish, file and record such other documents, instruments, notices (including Internal Revenue Service Form 8038) and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with and perform the obligations of the City under the Bonds and the Bond Financing Agreement.

In the event that the Mayor, the City Clerk or the City Comptroller shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Bonds, the Bond Financing Agreement, the Tax Agreement or the assignment of the Promissory Note), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the ordinances of the City.

Section 14. Publication of Notice.

Notice of the sale of the Bonds, in the form of Exhibit A, a copy of which is attached to this Common Council File, shall be published forthwith in the City's official newspaper (for the publication of notices under Chapter 985 of the Wisconsin Statutes) as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The City Clerk shall obtain proof, in affidavit form, of such publication, and shall compare the Notice, as printed, with Exhibit A to ascertain that no mistakes have been made therein.

Section 15. Election.

The City hereby elects to have the provisions of Section 144(a)(4) of the Internal Revenue Code of 1986, as amended, applied to the issuance of the Bonds.

Section 16. Effective Date; Conformity.

This resolution shall be effective immediately upon its adoption and approval. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them into conformity with this resolution.

Drafter
DCD:JS:js
09/07/11

EXHIBIT A

[Form of Notice to be Published by the City Clerk]

NOTICE TO ELECTORS OF THE
CITY OF MILWAUKEE, WISCONSIN
RELATING TO BOND SALE

On September 20, 2011, pursuant to Section 66.1103 of the Wisconsin Statutes, a resolution was offered, read, adopted and approved whereby the City of Milwaukee, Wisconsin authorized the borrowing of money and entered into a contract to sell its Industrial Development Revenue Refunding Bond, Series 2011 (R&B Wagner, Inc. Project) in the principal amount of \$2,675,000. It is anticipated that the closing of the bond financing will be on or about September 23, 2011. A copy of all proceedings had to date with respect to the authorization and sale of said bond financing is on file and may be examined in the Office of the City Clerk, at 200 East Wells Street, Milwaukee, Wisconsin.

This Notice has been authorized by the Common Council of the City of Milwaukee and is given pursuant to Section 893.77(2), Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such bond financing, for other than constitutional reasons, must be commenced within 30 days after the publication of this Notice.

/s/Ronald D. Leonhardt
City Clerk

Publication Date: September __, 2011

BOND FINANCING AGREEMENT

Dated as of September [23], 2011

By and Among

CITY OF MILWAUKEE, WISCONSIN,

R & B WAGNER, INC.,

TCF NATIONAL BANK

and

TCF INVESTMENTS MANAGEMENT, INC.

Relating to:

\$2,615,000

City of Milwaukee, Wisconsin
Industrial Development Revenue Refunding Bond, Series 2011
(R & B Wagner, Inc. Project)

TABLE OF CONTENTS

BOND FINANCING AGREEMENT..... 1

ARTICLE I DEFINITIONS 3

 Section 1.01 Definitions.....3

 Section 1.02 Rules of Construction.....7

ARTICLE II REPRESENTATIONS AND WARRANTIES 8

 Section 2.01 Representations and Warranties of the City.....8

 Section 2.02 Borrower Representations.....9

 Section 2.03 Purchaser Representations.10

ARTICLE III THE BOND..... 11

 Section 3.01 Authorization and Terms.....11

 Section 3.02 Bond to be a Limited Obligation of City.12

 Section 3.03 Payment and Dating of the Bond.12

 Section 3.04 Execution.....13

 Section 3.05 Mutilated, Lost, Stolen or Destroyed Bond.13

 Section 3.06 Transfer, Registration and Exchange.14

 Section 3.07 Person Treated as Owner.14

 Section 3.08 Destruction of the Bond.14

 Section 3.09 Redemption of the Bond Before Maturity.14

ARTICLE IV SALE AND PURCHASE OF BOND 16

 Section 4.01 Sale and Purchase of the Bond; Advances; Application of
 Proceeds.16

 Section 4.02 Delivery of the Bond.....16

ARTICLE V THE LOAN..... 17

 Section 5.01 Making of the Loan.....17

 Section 5.02 Evidence of and Security for the Loan.....17

 Section 5.03 Loan Payments.....18

 Section 5.04 Payment of Fees and Expenses.18

 Section 5.05 No Abatement or Setoff.19

ARTICLE VI ASSIGNMENT BY CITY..... 20

 Section 6.01 Assignment to Owner.....20

 Section 6.02 Priority of Pledge.20

 Section 6.03 Enforcement of Assigned Rights by Owner.....21

 Section 6.01 Instruments of Further Assurance.21

 Section 6.02 Filing and Recording.....21

 Section 6.03 Reserved Rights; Enforcement by City.....21

ARTICLE VII THE PROJECT 22

 Section 7.01 Sale or Transfer of Project.22

 Section 7.02 Agreements for the Benefit of the City.....22

 Section 7.03 No Warranty by City.....23

ARTICLE VIII COVENANTS AND AGREEMENTS OF CITY.....	23
Section 8.01 Payment of Principal and Interest.	23
Section 8.02 Performance of Covenants by City.	23
Section 8.03 Tax-Exempt Status of Bond.	23
Section 8.04 Continued Existence, etc.	24
Section 8.05 Inspection of Books.	24
ARTICLE IX ADDITIONAL COVENANTS OF THE BORROWER.....	24
Section 9.01 Bond Not to Become Taxable; Rebate Determinations.	24
Section 9.02 Deficiencies in Revenues.	25
Section 9.03 Books and Records; Financial Statements and Other Information.	25
Section 9.04 Inspection.	26
Section 9.05 Additional Information.	26
Section 9.06 Payment of Taxes and Impositions.	26
Section 9.07 Insurance.	26
Section 9.08 Further Assurances; Financing Statements.	27
Section 9.09 Indemnification.	27
Section 9.10 Covenants in Financing Documents.	28
ARTICLE X EVENTS OF DEFAULT AND REMEDIES	29
Section 10.01 Events of Default.	29
Section 10.02 Acceleration.	30
Section 10.03 Legal Proceedings by Owner.	30
Section 10.04 Application of Moneys.	31
Section 10.05 Termination of Proceedings.	31
Section 10.06 Waivers of Events of Default; Rescission of Declaration of Maturity.	31
Section 10.07 No Waiver by City.	31
ARTICLE XI AMENDMENTS TO FINANCING DOCUMENTS	32
Section 11.01 Amendments to Agreement.	32
Section 11.02 Amendments to Other Financing Documents.	32
ARTICLE XII MISCELLANEOUS	32
Section 12.01 Limitation of Rights.	32
Section 12.02 Limitation on Assignment.	32
Section 12.03 Severability.	32
Section 12.04 Notices.	33
Section 12.05 Acts of Owner of the Bond.	34
Section 12.06 Exculpation of City.	34
Section 12.07 Counterparts.	34
Section 12.08 Termination.	34
Section 12.09 Authorization of Agreement; Agreement to Constitute Contract.	35
Section 12.10 Governing Law.	35

EXHIBIT A	FORM OF BOND
EXHIBIT B	FORM OF PROMISSORY NOTE
EXHIBIT C	SCHEDULED MANDATORY REDEMPTIONS
EXHIBIT D	DESCRIPTION OF PROJECT AND APPLICATION OF PRIOR BOND PROCEEDS

BOND FINANCING AGREEMENT

BOND FINANCING AGREEMENT dated as of September [23], 2011 (as amended from time to time, the “**Agreement**”) made by and among R & B WAGNER, INC., a Wisconsin corporation (the “**Borrower**”), the CITY OF MILWAUKEE, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the “**City**”), TCF NATIONAL BANK, a national banking association (the “**Bank**”), and TCF INVESTMENTS MANAGEMENT, INC., a Minnesota corporation (the “**Purchaser**”).

WITNESSETH

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “**Act**”) authorizes the City to issue revenue bonds to finance all or any part of the construction, equipping, reequipping, acquisition, purchase, installation, reconstruction, rebuilding, rehabilitation, improving, supplementing, replacing, maintaining, repairing, enlarging, extending, or remodeling of qualified projects and the improvement of sites therefor, and to refund bonds previously issued for such purpose; and

WHEREAS, the Act authorizes the City to enter into a revenue agreement with an eligible participant wherein the eligible participant agrees (i) to provide the City with revenues sufficient for the prompt payment of the principal of and interest on the revenue bonds; and (ii) to cause such qualified project to be completed; and

WHEREAS, on July 26, 2001, the City issued its Variable Rate Demand Industrial Development Revenue Bonds, Series 2001 (R & B Wagner, Inc. Project) in the principal amount of \$5,000,000 (the “**Prior Bonds**”), and lent the proceeds of the sale of the Bonds to the Borrower for the purpose of paying the costs of acquisition of land, renovation and expansion of an existing manufacturing facility and acquisition and installation of new machinery and equipment to be used in connection with the Borrower’s business of manufacturing and distribution of hand-rail products and systems and contract manufacturing in the specialty area of tube bending and fabricating (the “**Project**”); and

WHEREAS, the City has received substantial municipal benefits from the Project, including by way of illustration but not limitation: the continued and enhanced availability of the services provided by the Borrower, retention of and more steady employment of its citizens resulting in the alleviation of unemployment within the City; stimulation for expansion of existing and new business; stimulation of private investment funds from financial institutions; and betterment of the City’s environment and economy; and

WHEREAS, the City’s governing body has previously found and determined that the Project is a qualified project under the Act and that the Borrower is an eligible participant under the Act pursuant to an Initial Resolution adopted on December 12, 2000 and the Bond Resolution adopted on July 25, 2001 (collectively, the “**Prior Resolutions**”) and finds that this Agreement meets the requirements of a revenue agreement under the Act pursuant to an Initial Resolution adopted on July 26, 2011 and the Bond Resolution adopted on September [20], 2011 (collectively, the “**Resolutions**”); and

WHEREAS, the Borrower has determined that it would be beneficial to refinance the Project by issuing revenue refunding bonds (the “**Bond**”) to refund the Prior Bonds (the “**Refunding**”); and

WHEREAS, the City’s governing body has found and determined the refinancing of the Project through the Refunding will serve the intended accomplishments of public purpose and will in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by the Resolutions, and the City has authorized the issuance of the Bond to refinance the Project; and

WHEREAS, the City intends to sell the Bond to the Purchaser and to lend the proceeds from the sale of the Bond to the Borrower to effect the Refunding as described herein (such loan being herein referred to as the “**Loan**”) which loan will be repaid by the Borrower in accordance with the terms hereof and evidenced by the promissory note of the Borrower (the “**Promissory Note**”); and

WHEREAS, payment of the Bond will be secured, in part, by an assignment of the Promissory Note and the City’s rights hereunder (other than its rights to payment of certain fees and expenses and to indemnification) to the Purchaser and its successors and assigns; and

WHEREAS, the obligations of Borrower hereunder will be secured by a grant to the Purchaser of a mortgage lien on, assignment of rents in respect to, and security interest in the real and personal property and fixtures comprising the Project pursuant to a Mortgage of Real Property, Security Agreement and Assignment of Rents and Profits, dated as of the date hereof, on the real estate located at 10600 West Brown Deer Road, Milwaukee, Wisconsin (the “**Property**”) (as amended from time to time, the “**Mortgage**”) from Borrower to the Bank (for itself and as agent for the Purchaser), and a security interest in substantially all other personal property of Borrower pursuant to a General Business Security Agreement, dated as of the date hereof from the Borrower to the Bank (for itself and as agent for the Purchaser) (as amended from time to time, together with the Mortgage, the “**Collateral Documents**”), which the Borrower acknowledges secure its obligations to the Purchaser hereunder; and

WHEREAS, all acts and procedures have been done and performed which are necessary to make the Bond, when executed and delivered by the City as in this Agreement provided, the legal, valid, and binding limited obligation of the City in accordance with the terms thereof and to make this Agreement a valid and binding agreement;

NOW, THEREFORE, in consideration of the issuance and delivery of the Bond by the City, the purchase and acceptance of the Bond by the Purchaser, the making of the Loan by the City, the execution and delivery of the Promissory Note by the Borrower, and the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions.

In this Agreement, the following words and terms shall have the meanings specified in the foregoing recitals:

Act	Mortgage
Agreement	Project
Borrower	Promissory Note
City	Property
Collateral Documents	Purchaser
Loan	Resolutions

In addition, the following words and terms shall have the following meanings, unless a different meaning clearly appears from the context:

“**Annual Period**” means the period from the Original Issue Date to (but not including) September 1, 2012 and thereafter each period from (and including) a September 1 to (but not including) the next succeeding September 1.

“**Assigned Interests**” is defined in Section 6.01(a) hereof.

“**Bank**” means TCF National Bank, a national banking association.

“**Bond**” means the \$2,615,000 City of Milwaukee, Wisconsin Industrial Development Revenue Refunding Bond, Series 2011 (R & B Wagner, Inc. Project).

“**Bond Counsel**” means counsel whose legal and tax opinion on municipal bond issues is nationally recognized; initially, Foley & Lardner LLP.

“**Bond Year**” means the one-year period commencing on September [23] of each year.

“**Business Day**” means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in the State are required or authorized by law to close.

“**Chief Municipal Official**” means the person at the time incumbent in the office of Mayor of the City or, in the event of the death, disability or absence of such person, the person duly authorized and legally empowered to perform the duties of such office in such event.

“**Clerk**” means the person at the time incumbent in the office of Clerk of the City or, in the event of the death, disability or absence of such person, the person duly authorized and legally empowered to perform the duties of such office in such event.

“**Code**” means the Internal Revenue Code of 1986, as amended, and all applicable regulations promulgated thereunder.

“**Collateral**” means the properties, rights, and other assets in which the Purchaser is granted a lien and security interest pursuant to the Collateral Documents and the other Financing Documents.

“**Credit Agreement**” means the Credit and Term Loan Agreement, dated as of the Original Issue Date, among the Borrower, the Bank, and the Purchaser, as amended from time to time in accordance with the terms thereof.

“**Credit Spread**” means (a) 2.50% per annum or (b) upon receipt by the Owner of an opinion of Bond Counsel that using such other credit spread will not adversely affect the status of the Bond as a “qualified tax-exempt obligation,” such other credit spread as determined by the Owner for a borrower similarly situated to the Borrower, based on the Owner’s then-current underwriting standards, and with credit committee oversight, including without limitation, factors such as the current credit profile and current and historical operating performance and duration of the Reset Period.

“**Counsel**” means an attorney or firm of attorneys duly admitted to the practice of law before the highest court of any state in the United States of America or the District of Columbia.

“**Default Rate**” means as of any date, the lesser of (1) 25% per annum or (2) the Initial Interest Rate, Floating Rate, Fixed Rate or Taxable Rate, as then applicable, plus 6% per annum.

“**Environmental Indemnity Agreement**” means the Environmental Indemnity Agreement dated as of the Original Issue Date given by the Borrower in favor of the Bank and the Purchaser relating to the Property.

“**Event of Default**” means any of the events enumerated in Section 10.01 hereof.

“**Final Maturity Date**” means September 1, 2031.

“**Financing Documents**” means this Agreement, the Collateral Documents, the Tax Agreement, the Environmental Indemnity Agreement, and the Credit Agreement.

“**Fiscal Agent**” means the Bank or any successor fiscal agent appointed pursuant to Section 3.10.

“**Fixed Rate**” means, for any Reset Period, a rate per annum equal to the lesser of (1) 25% per annum or (2) the product of the Multiplier multiplied by the greater of (a) the sum of (i) the Credit Spread plus (ii) the applicable Treasury Rate for such Reset Period or (b) 5.25% per annum.

“**Floating Rate**” means a rate per annum equal, for each Quarterly Interest Period, to the lesser of (1) 25% per annum or (2) the product of the Multiplier multiplied by the greater of (a) the sum of the LIBOR Rate for such Quarterly Interest Period plus 2.75% per annum or (b) 4.0% per annum.

“**Indemnified Parties**” means the City, the Purchaser, the Owner, the Fiscal Agent, any person who “controls” the City, the Purchaser, the Owner, or the Fiscal Agent within the meaning of Section 15 of the Securities Act of 1933, as amended, any member, officer, director, official, agent, or employee of the City, the Purchaser, the Owner, or the Fiscal Agent, and their respective executors, administrators, heirs, successors, and assigns.

“**Initial Interest Rate**” means the rate of [3.675]% per annum.

“**Interest Payment Date**” means the first Business Day of each month, commencing November 2011.

“**LIBOR Rate**” means, for any Quarterly Interest Period, the three-month LIBOR rate as shown on the display designated as [“British Bankers Association Interest Settlement Rates”] on Reuters Screen LIBOR01 Page or any successor page or reporting service; provided, however, that if such rate is not available then such rate shall be otherwise independently determined by the Owner from an alternate, substantially similar independent source or shall be calculated by a substantially similar methodology as that theretofore used to determine such offered rate. The LIBOR Rate shall be determined on the second Business Day preceding the first day of each Quarterly Interest Period.

“**Multiplier**” means, at the time of determination, the Owner’s multiplier for tax exempt obligations that are not “qualified tax-exempt obligations,” which shall be the same multiplier for tax exempt obligations which are not “qualified tax-exempt obligations” quoted to customers of the Owner for such obligations; initially, the Multiplier shall be .70.

“**Original Issue Date**” means September [23], 2011.

“**Owner**” means the Purchaser or, if the Purchaser has transferred the Bond as provided in Section 3.06 hereof, the Person in whose name the Bond is registered in accordance with this Agreement.

“**Outstanding**,” when used with reference to the amount of the Bond, shall mean, as of the time in question, the amount of Bond for which the Purchase Price has been advanced under Section 4.01 hereof, and which has not been paid at maturity, upon acceleration of maturity pursuant to Section 10.02 hereof, or upon redemption in accordance with Section 3.09 hereof.

“**Person**” means a natural person, firm, association, corporation, limited liability company, partnership, trust, public body, or other entity of whatever nature.

“**Pledged Revenues**” means all revenues and income derived by or for the account of the City from or for the account of the Borrower pursuant to the terms of this Agreement, the Promissory Note, and the Collateral Documents, but excluding any amounts derived by the City for its own account pursuant to the enforcement of Reserved Rights.

“**Prior Bonds**” means the \$5,000,000 City of Milwaukee, Wisconsin Industrial Development Revenue Bonds, Series 2001, dated July 26, 2001, currently outstanding in the aggregate principal amount of \$2,615,000.

“**Prior Trustee**” means The Bank of New York Mellon Trust Company, N.A. (formerly Bank One Trust Company, N.A.).

“**Project Enterprise**” means manufacturing railing systems and related products.

“**Purchase Price**” is defined in Section 4.01 hereof.

“**Quarterly Interest Period**” means, for any Reset Period during which the Floating Rate will be in effect pursuant to Section 301(d) hereof, the period from (and including) the Reset Date on which such Reset Period commences to (but not including) the Interest Payment Date in the succeeding December, and thereafter each period from (and including) the Interest Payment Date in March, June, September, or December of any year to (but not including) the next Interest Payment Date in March, June, September, or December.

“**Record Date**” means, with respect to any Interest Payment Date, the Business Day preceding such Interest Payment Date.

“**Refunding**” means the current refunding of the Prior Bonds.

“**Reserved Rights**” means the rights of the City (1) to execute and deliver supplements and amendments to this Agreement pursuant to Section 11.01 hereof, (2) to be held harmless and indemnified pursuant to Section 9.09 hereof, (3) to receive any funds for its own use, as reimbursement or indemnification pursuant to Section 5.04 hereof, (4) to receive notices and other documents, (5) to provide any consent, acceptance, or approval with respect to matters as provided herein, and (6) under Section 12.06 hereof.

“**Reset Date**” means each of September 1, 2016, September 1, 2021 and September 1, 2026 (or, if any such day is not a Business Day, the next succeeding Business Day).

“**Reset Period**” means each period from (and including) a Reset Date to (but excluding) the next Reset Date or the Final Maturity Date, as the case may be.

“**Scheduled Redemption Dates**” means the Interest Payment Dates on which the Bond is subject to mandatory scheduled redemptions of principal in accordance with Section 3.09(c) hereof and Exhibit C attached hereto, which are the first Business day of each month, commencing October 1, 2016.

“**State**” means the State of Wisconsin.

“**Tax Agreement**” means the Tax Compliance Agreement executed by the City and the Borrower concurrently with the delivery of the Bond, relating to the compliance by the City and the Borrower with the provisions of the Code as required to ensure the exclusion of the interest on the Bond from gross income for federal income tax purposes.

“**Taxable Event**” means the circumstance of interest paid or payable on the Bond becoming includable in the gross income of any Owner for federal income tax purposes as a consequence of any act, omission or event whatsoever including, without limitation, a failure by the

City or the Borrower to observe and comply with any covenant, agreement, or representation in this Agreement or the Tax Agreement.

“**Treasury Rate**” means, for any Reset Period, a rate per annum equal to the rate set forth for 5-year constant maturity U.S. Treasury obligations in Federal Reserve Statistical Release H.15 as most recently published as of the Reset Date (which rate is currently shown at www.federalreserve.gov/releases/h15/update); provided, however, that if such rate is not available, then such rate shall be otherwise independently determined by the Owner from an alternate, substantially similar independent source or shall be calculated by a substantially similar methodology as that theretofore used to determine such rate

“**Taxable Rate**” means, at any time, the interest rate that would otherwise be in effect if the Multiplier were equal to 1.0.

“**Title Insurer**” means Chicago Title Insurance Company.

“**Uniform Commercial Code**” means the Uniform Commercial Code as in effect in the State.

Section 1.02 Rules of Construction.

In this Agreement (except as otherwise expressly provided), the following rules shall apply unless a different meaning clearly appears from the context:

- (a) The section titles and other headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect.
- (b) References to the plural include the singular, the singular the plural, and the part the whole.
- (c) Any pronoun shall be deemed to include both the singular and plural and to cover all genders.
- (d) The words “**hereof**,” “**herein**,” and “**hereunder**” and similar terms in this Agreement refer to this Agreement as a whole and not to a particular provision of this Agreement.
- (e) All references to the time of any day shall mean Central Standard or Daylight Saving Time, as prevailing on the applicable date in Milwaukee, Wisconsin.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

Section 2.01 Representations and Warranties of the City.

The City represents and warrants to the Borrower, the Purchaser, and the Owner as follows:

(a) Valid Existence. The City is a city, duly created and validly existing pursuant to the Constitution and laws of the State.

(b) Due Authorization. The City is duly authorized under the Constitution and laws of the State (including, specifically, the Act) to issue the Bond, to execute this Agreement and the Tax Agreement, and to pledge and assign the Assigned Interests. All action on the City's part for the adoption and approval of the Resolutions, the issuance of the Bond, the making of the Loan, and the execution, delivery, and performance of this Agreement and the Tax Agreement has been duly and effectively taken, and the Bond, in the hands of the Owner thereof, is and will be the valid and enforceable obligation of the City according to the tenor and import thereof.

(c) No Conflict or Violation. The execution and delivery of this Agreement, the Tax Agreement, and the Bond, and compliance with the provisions hereof and thereof, will not conflict with or constitute on the part of the City a violation of the Constitution of the State or violation, breach of, or default under any statute, indenture, mortgage, deed of trust, or other agreement or instrument to which the City is a party or by which the City is bound, or, to the knowledge of the City, any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities which are required to be obtained by the City for the consummation of the transactions contemplated thereby have been obtained.

(d) No Litigation. There is no action, suit, proceeding, or investigation at law or in equity or before or by any court or public board or body pending or threatened against or affecting the City, nor, to the best knowledge of the City, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby, or which in any way would contest or adversely affect the validity of either Resolution, this Agreement, the Tax Agreement, or the Bond or the power of the City to issue the Bond and make the Loan to finance the Project, or to execute and deliver any agreement or instrument to which the City is a party and which is used or contemplated for use in consummation of the transactions contemplated hereby, or the exclusion of interest on the Bond from the gross income of the Owner for purposes of federal income taxation.

(e) Continuing Authority. No authority or proceedings for the issuance of the Bond or documents executed in connection therewith has been repealed, revoked, rescinded, or superseded.

The City makes no representation as to (i) the financial position or business condition of the Borrower, (ii) the value of the Project or the Collateral, or (iii) the correctness, completeness or accuracy of any of the statements, materials (financial or otherwise), representations, or certifications furnished or made by the Borrower in connection with the sale or transfer of the Bond, the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby.

Section 2.02 Borrower Representations.

The Borrower represents and warrants to the City, the Purchaser, and the Owner as follows:

(a) Organization and Existence. The Borrower is a Wisconsin corporation duly organized and existing in good standing under the laws of the State,

(b) Authority. The Borrower has full power and legal right to issue the Promissory Note, to enter into this Agreement and the other Financing Documents, and to perform its obligations hereunder and thereunder. The execution and delivery by the Borrower of the Promissory Note, this Agreement, and the other Financing Documents and the performance by the Borrower of its obligations hereunder and thereunder have been duly authorized by proper corporate action.

(c) No Conflict or Violation; No Collective Bargaining Agreements. The execution and delivery of the Promissory Note, this Agreement, and the other Financing Documents and the consummation of the transactions contemplated hereby and thereby does not conflict with or cause or constitute a breach of or default under the articles of incorporation or bylaws of the Borrower or any bond, contract, indenture, agreement or other instrument to which it is a party or by it or its property is bound.

(d) Litigation or Proceedings. There is no action, suit, proceeding, or investigation at law or in equity before or by any court, arbitration board or tribunal, or public board or body pending or, to the actual knowledge of the Borrower, threatened against or affecting the Borrower nor, to the knowledge of the Borrower, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would (i) adversely affect the transactions contemplated hereby, (ii) adversely affect in a material way the financial condition of the Borrower or its ability to perform its obligations under the Promissory Note, this Agreement, and the other Financing Documents, or (iii) adversely affect the exclusion of interest on the Bond from gross income for purposes of federal income taxation.

(e) Legal and Binding Obligation. The Promissory Note and each of the Financing Documents is a legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the enforcement of creditors' rights generally and except to the extent that the enforceability thereof may be limited by the application of general principles of equity.

(f) Accuracy of Project Description and Expenditure of Prior Bond Proceeds. The description of the Project as set forth in Exhibit D hereto is accurate in all material respects, and the application of the proceeds of the Prior Bonds as set forth in said Exhibit D is an accurate summary of the Borrower's application of the proceeds of the Prior Bonds.

(g) Payment of Taxes. Except for such amounts as the Borrower is contesting in good faith through proper proceedings, the Borrower has filed all federal, state, and local tax returns which are required to be filed, and has paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due. The Project and the Project site are, and the Borrower will take all necessary actions so that they will continue to be at all times while any amount of the Bond is Outstanding, exempt from any and all personal property taxes and real property taxes imposed by the City and all other governmental entities having jurisdiction over the Project and the Project site.

(h) No Default. The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party or by which it is bound, to the extent such default would result in a materially adverse impact on the financial position or condition of the Borrower.

(i) Representations in Other Documents. All representations made to the Purchaser in the other Financing Documents are true, correct, and complete as of the date hereof. Neither any Financing Document, nor any other document, certificate, or statement furnished to the City or the Purchaser by or on behalf of the Borrower, contains any untrue statement of a material fact with respect to the Borrower or the Project or omits to state a material fact with respect to the Borrower or the Project necessary in order to make the statements contained herein and therein not materially misleading.

It is specifically understood by the Borrower that all of the foregoing statements, representations, and warranties have been relied upon by the City as an inducement to make the Loan and issue the Bond and by the Purchaser as an inducement to purchase the Bond and enter into the Financing Documents to which it is a party.

Section 2.03 Purchaser Representations.

The Purchaser represents and warrants to the City and the Borrower as follows:

(a) Independent Investigation. The Purchaser has made an independent investigation and evaluation of the financial position and business condition of the Borrower and the value of the Collateral. All information relating to the business and affairs of the Borrower that the Purchaser has requested in connection with the transactions referred to herein have been provided to the Purchaser. The Purchaser hereby expressly acknowledges that the City has no responsibility to provide such information and no liability for failure to provide such information.

(b) Purchase for Own Account. The Purchaser is purchasing the Bond for its own account, for the purpose of investment and not with the intention of distribution or resale thereof; it being understood that the Purchaser shall have the right at any time or times to sell, assign, pledge, or otherwise transfer all or any part of its interest in the Bond (including, without limitation, to transfer the Bond in accordance with Section 3.06 hereof or to sell participations in the Bond to other financial institutions) and, in connection therewith, to assign or otherwise transfer its rights hereunder.

ARTICLE III THE BOND

Section 3.01 Authorization and Terms.

(a) In order to provide funds to effect the Refunding, the Bond is hereby authorized to be issued in the aggregate principal amount of \$2,615,000. The Bond shall be issued as a fully-registered Bond, without coupons, substantially in the form set forth as Exhibit A hereto, with appropriate insertions and deletions. The Bond shall be issued in the form of a single bond in the denomination equal to the entire authorized principal amount thereof. The Bond shall represent a limited obligation of the City, as provided in Section 3.02 hereof. The Owner thereof shall note on the schedule attached to the Bond all payments of principal thereon pursuant to Section 3.09 hereof, and the other matters described therein.

(b) The Bond shall mature on the Final Maturity Date, subject to redemption prior to maturity as provided in Section 3.09 hereof.

(c) The outstanding amount of the Bond shall bear interest from and including the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, until payment of the entire principal amount thereof shall have been made as provided herein, payable on each Interest Payment Date, at a rate per annum (subject to adjustment as provided in Section 3.01(e) or (f) below) equal to (i) during the period from (and including) the Original Issue Date to (but not including) the initial Reset Date, the Initial Interest Rate, and (ii) during any Reset Period, at the Fixed Rate for such Reset Period or the Floating Rate in effect from time to time during such Reset Period, as selected by the Borrower or otherwise established pursuant to Section 3.01(d). Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

(d) Not less than 45 days (or such shorter period as the Owner shall approve, in its sole discretion) nor more than 60 days before each Reset Date, the Borrower shall notify the Owner of its selection of either the Fixed Rate or the Floating Rate to be in effect during the Reset Period commencing on such Reset Date. To be effective to select a Fixed Rate, the notice shall be accompanied by a written opinion of Bond Counsel, addressed to the Purchaser, to the effect that the establishment of the conversion of the interest rate on the Bond to the new Fixed Rate will not result in a Taxable Event. As a condition to the effectiveness of such Fixed Rate, such Bond Counsel opinion shall be confirmed as of the Reset Date, taking into account the Fixed Rate determined pursuant to Section 3.01(h). If the Borrower selects the Floating Rate,

fails to select a rate option, or fails to cause any of the conditions in this Section 3.01(d) to establishing the Fixed Rate to be satisfied, the Bond shall, commencing on the Reset Date (but subject to adjustment as provided in Section 3.01(e) or (f) below), bear interest at the Floating Rate during the related Reset Period.

(e) Upon the occurrence of a Taxable Event, the interest rate on the Bond shall (subject to adjustment as provided in Section 3.01(f) below), effective on the date as of which interest on the Bond first becomes includable in the gross income of the Owner, be converted to a rate equal to the Taxable Rate then in effect. If the City, the Owner, or the Borrower becomes aware of the occurrence of a Taxable Event, such party shall immediately give written notice to the other parties of such occurrence. Any amounts of additional interest due in respect of prior interest periods by reason of the retroactive application of the change in interest rate shall be payable on the first Interest Payment Date occurring more than thirty days after such Taxable Event or, at the option of the Borrower, in a lump sum on any earlier date.

(f) Upon the occurrence and during the continuance of an Event of Default, the interest rate on the Bond shall, effective on the date of such Event of Default, be converted to a rate equal to the Default Rate.

(g) Overdue installments of principal and, to the extent permitted by law, overdue interest payments, shall bear interest at the Default Rate.

(h) The Owner shall determine the interest rate in effect on the Bond from time to time. The Owner shall determine, and notify the Borrower of, the Fixed Rate or Floating Rate, as applicable, on the commencement date of each Reset Period. The Owner shall, upon request, notify Borrower of the Floating Rate, Taxable Rate, or Default Rate, if applicable, in effect from time to time. Determinations of the Fixed Rate, the Floating Rate, the Taxable Rate, and the Default Rate by the Owner shall be conclusive and binding upon the City and the Borrower, absent manifest error.

Section 3.02 Bond to be a Limited Obligation of City.

In accordance with the Act, the Bond shall be a limited obligation of the City, payable by it solely from the Pledged Revenues. The Bond shall not constitute a debt or obligation of the City, the county in which it is located, the State, or any political subdivision thereof within the meaning of any State Constitutional provision or statutory limitation and shall not be a charge against their general credit or taxing powers.

Section 3.03 Payment and Dating of the Bond.

The Bond shall be dated the Original Issue Date. Principal of the Bond shall be payable to the Owner thereof, without the need for presentation or surrender of the Bond, on Scheduled Redemption Dates, on the Final Maturity Date or on any other redemption date established pursuant to Section 3.09 hereof. Interest on the Bond shall be payable on each Interest Payment Date, to the Person who was the Registered Owner as of the Record Date for such Interest Payment Date, without the need for presentation or surrender of the Bond. Payments of principal of, and premium, if any, and interest on, the Bond shall be payable by the Fiscal Agent, as paying agent, by bank wire transfer of immediately available funds to the bank

account designated by the Owner (any such designation provided by the Owner shall be effective for each payment date thereafter until written notice to the contrary is provided to the Borrower), or in such other manner as the Fiscal Agent and the Owner shall agree. If any such payment date is not a Business Day, then the payment otherwise due on such date shall be due on the next succeeding Business Day, and interest shall continue to accrue on any such principal amount until payment thereof is actually received, and shall be payable on the date payment of principal is received. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

Section 3.04 Execution.

The Bond shall be executed on behalf of the City by its Chief Municipal Official, by his or her manual or facsimile signature and the corporate seal of the City or a facsimile thereof shall be impressed thereon or affixed thereto, attested by its Clerk by his or her manual or facsimile signature, and countersigned by its Comptroller by his or her manual or facsimile signature; provided, that at least one of such signatures shall be manual. In case any officer whose signature (or facsimile thereof) shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 3.05 Mutilated, Lost, Stolen or Destroyed Bond.

If mutilated, the Bond may be surrendered to the City, and thereupon the City shall execute and deliver to the Owner in exchange therefor a new Bond of like date, interest rate, maturity, and denomination as that mutilated, upon surrender or cancellation of such mutilated Bond.

If there shall be delivered to the City (a) evidence to its satisfaction of the destruction, loss, or theft of the Bond, and (b) such security or indemnity as may be required by it to save it harmless, then in the absence of notice to the City that the Bond has been acquired by a bona fide purchaser, the City shall execute and deliver to the Owner in lieu of the destroyed, lost, or stolen Bond, a replacement Bond of like date, interest rate, maturity, and denomination as that destroyed, lost, or stolen. In the event any such mutilated, destroyed, lost, or stolen Bond shall have matured, instead of the City issuing a replacement Bond the Fiscal Agent, as the City's paying agent, may pay the same.

Upon the issuance of a new Bond under this Section, the City may require of the Owner thereof the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

A new Bond issued pursuant to this Section in lieu of a mutilated, destroyed, lost, or stolen Bond shall constitute an original additional contractual obligation of the City whether or not the destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Agreement.

The provisions of this Section are exclusive and shall preclude (to the extent permitted by law) all other rights and remedies with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond.

Section 3.06 Transfer, Registration and Exchange.

The Fiscal Agent, as registrar, shall keep books for the registration and for the transfer of the Bond in accordance with the requirements of Section 149(a) of the Code at all times while any amount of the Bond remains Outstanding. During regular business hours, such registration books may be inspected and copied by the City or the Borrower.

The Bond shall be transferable only upon such books by the Owner thereof, in person or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer in the form set forth in the Bond or in such other form as may be satisfactory to the Fiscal Agent, duly executed by the Owner or by its duly authorized attorney. Upon surrender for transfer of the Bond at the principal office of the Fiscal Agent, the City shall execute and deliver in the name of the transferee a new fully-registered Bond, with appropriate insertions and deletions.

Upon the transfer of the Bond under this Section, the City may require of any transferee the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Section 3.07 Person Treated as Owner.

The City, the Fiscal Agent, and the Borrower may deem and treat the person in whose name the Bond is registered as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of the Bond and for all other purposes, and all such payments so made to the Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and neither the City nor the Borrower shall be affected by any notice to the contrary.

Section 3.08 Destruction of the Bond.

Whenever the Bond shall be surrendered to the City or the Purchaser for replacement or transfer pursuant to Sections 3.05 or 3.06 hereof, the Bond shall be promptly cancelled and destroyed.

Section 3.09 Redemption of the Bond Before Maturity.

The Bond is not subject to redemption prior to maturity except as provided in this Section 3.09.

(a) Redemption at Borrower's Option. The Bond shall be subject to optional redemption, at the written direction of the Borrower, in whole or in part on any Business Day, at a price equal to 100% of the principal amount thereof to be redeemed, plus accrued interest to the date of redemption, plus any applicable premium pursuant to this Section 3.09(a). The

redemption price for (i) any such redemption of the Bond made with proceeds of a refinancing (whether through a subsequent bond issue or any other borrowing), or (ii) any redemption of in excess of 20% of the outstanding balance during any Annual Period (computed based upon the outstanding amount as of the beginning of such Annual Period), shall include a redemption premium of 4% during the first Annual Period commencing on the Original Issue Date or a Reset Date, as the case may be, 3% in the second Annual Period after the Original Issue Date or the most recent Reset Date, as the case may be, 2% in the third Annual Period after the Original Issue Date or the most recent Reset Date, as the case may be, and 1% in the fourth and fifth Annual Periods after the Original Issue Date or the most recent Reset Date, as the case may be. In the case of an optional redemption of the Bond in part, the principal amount so redeemed shall be applied to reduce the mandatory scheduled principal redemptions required to be made on the Scheduled Redemption Dates in the inverse order of the redemption dates.

(b) Mandatory Redemption on Reset Date. The Bond shall be subject to redemption in whole on any Reset Date, unless Owner shall have notified the Borrower, at least 90 days prior to such Reset Date, that it is waiving such mandatory redemption. The redemption price for any such redemption shall be equal to 100% of the principal amount of the Bond, together with accrued interest to the date of redemption.

(c) Mandatory Scheduled Redemption. The Bond shall be subject to mandatory redemption in part from time to time, at a redemption price equal to 100% of the principal amount so redeemed, and without premium, in the respective principal amounts and on the respective Scheduled Redemption Dates as described in Exhibit C attached hereto.

(d) Notice of Redemption Given by Borrower. Borrower shall provide the Owner with notice of the date of any redemption pursuant to paragraph (a) above by first class mail, sent at least 30 days (or such shorter period as the Owner shall approve, in its sole discretion) before such redemption date to the Owner at the registered address of the Owner appearing on the registration books maintained pursuant to this Agreement as of the close of business on the Business Day prior to such mailing. Such notice shall identify the Bond and this Agreement, refer to Section 3.09(a) hereof, and set forth the redemption date and the principal amount of the Bond to be redeemed.

(e) Effect of Notice and Redemption. Notice of redemption having been given as provided in paragraphs (d) above, the Bond or the portion thereof so called for redemption shall become due and payable on the redemption date and, if the redemption price is duly paid, interest shall cease to accrue thereon from and after the redemption date.

(f) Payment of Redemption Price. In connection with any redemption of the Bond in whole or in part, the redemption price shall be paid to the Owner on the applicable redemption date as provided in Section 3.03 hereof.

Section 3.10 Fiscal Agent.

The City hereby appoints the Bank, and the Bank hereby accepts the appointment, as fiscal agent for purposes of acting as paying agent and registrar with respect to the Bonds. The Bank may resign as Fiscal Agent at any time, and upon such resignation the City may

appoint a successor Fiscal Agent; provided, however, that if the Bank resigns as Fiscal Agent and a successor is not appointed hereunder, the Borrower shall act as Fiscal Agent.

ARTICLE IV SALE AND PURCHASE OF BOND

Section 4.01 Sale and Purchase of the Bond; Application of Proceeds.

In order to provide funds to effect the Refunding, the City agrees to issue the Bond, concurrently with the execution and delivery hereof, and to sell the Bond to the Purchaser. The Purchaser shall, subject to the terms and conditions hereof and of the Credit Agreement, purchase the Bond at a purchase price of 100% of the principal amount thereof (the “**Purchase Price**”).

The Purchase Price shall be advanced by the Purchaser as proceeds of the Bond, which proceeds shall be lent to the Borrower pursuant to Section 5.01 hereof. The City hereby directs that the Purchase Price be paid, on behalf of the City, [directly to the Prior Trustee.]

Section 4.02 Delivery of the Bond.

The City will issue and deliver the Bond to the Purchaser upon the payment of the Purchase Price therefor as provided in Section 4.01 hereof.

The delivery to the Purchaser of the following documents and/or items (in each case, satisfactory to Purchaser) shall be conditions to the issuance of the Bond:

- (a) Copies of the Resolutions, duly certified by the Clerk of the City;
- (b) Copies of the Borrower’s articles of incorporation and bylaws and resolutions of the board of directors of the Borrower authorizing and approving the execution and delivery of this Agreement and the other Financing Documents, all certified by the Secretary or Assistant Secretary of the Borrower;
- (c) Original executed counterparts of each Financing Document and such other appropriate documents as may reasonably be required by the Purchaser;
- (d) The Promissory Note, executed by the Borrower and endorsed by the City.
- (e) Opinions in form and substance satisfactory to the Purchaser dated as of the date of the closing of (i) counsel for the City, (ii) Bond Counsel, and (iii) counsel for the Borrower;
- (f) Evidence satisfactory to the Purchaser of the filing (or delivery to the Purchaser for filing) of all Uniform Commercial Code financing statements required to perfect the liens and security interests in personal property created under the Collateral Documents and the assignment by the City to the Purchaser of the Pledged Revenues and the other Assigned Rights hereunder;

(g) A loan policy of title insurance (or binding commitment therefor or endorsement to an existing policy) issued by the Title Insurer in the amount required by the Credit Agreement, insuring that the lien of the Mortgage on the Property will be a valid, first-priority lien in favor of the Purchaser, subject only to Permitted Exceptions (as defined in the Mortgage);

(h) Evidence satisfactory to the Purchaser of hazard and general liability insurance coverage, including a standard loss payee clause in favor of the Purchaser with respect to certain of the Collateral, as required by the Mortgage and the Credit Agreement;

(i) A current ALTA survey of the Property, prepared by a registered surveyor satisfactory to the Purchaser, which survey shall (i) be certified to the Purchaser and the Title Insurer, (ii) show, without limitation, the boundaries, dimensions and locations of any improvements, easements, rights of way, setback lines, adjoining sites, encroachments and extent thereof, established building lines and street lines, the distances to and the names of the nearest intersecting streets, all easements and encumbrances set forth in the title insurance commitment, (iii) contain a metes and bounds description of the Property, (iv) certify that the Property is not in a HUD-designated flood hazard area and (v) meet the requirements of the Title Insurer.

(j) A Phase I environmental assessment with respect to the Property, in form and substance satisfactory to the Purchaser; and

(k) Such other customary closing certificates, corporate documents and records, and documents as may be required under the terms of the Credit Agreement or the Disbursing Agreement, or as may reasonably be required by the Purchaser or by Bond Counsel.

ARTICLE V THE LOAN

Section 5.01 Making of the Loan.

The City hereby agrees to lend to the Borrower, and the Borrower hereby agrees to borrow from the City, on the terms hereof, the proceeds of the Bond in the principal amount of \$2,615,000 received from the Purchaser under the Loan, which proceeds shall be used to refund the Prior Bonds.

Section 5.02 Evidence of and Security for the Loan.

As evidence of the Loan, the Borrower hereby delivers the Promissory Note to the City. The City hereby acknowledges receipt of the Promissory Note. The obligations of the Borrower under the Promissory Note and this Agreement are secured by the Collateral Documents as provided therein.

Section 5.03 Loan Payments.

(a) The Borrower shall pay to the Fiscal Agent, as paying agent on behalf of the City, the following sums as Loan repayments hereunder at the following times, in immediately available funds:

(i) on each Interest Payment Date, an amount which is sufficient to pay the interest then due on the Bond.

(ii) on the Final Maturity Date (or on the date that maturity of the Bond is accelerated pursuant to Section 10.02 hereof), the Outstanding principal amount thereof; and

(iii) on the Scheduled Redemption Dates and any other redemption dates established for the Bond to be redeemed pursuant to Section 3.09 hereof, an amount equal to the redemption price due on such date.

(b) The Borrower's principal and interest payment obligations on the Promissory Note (and the City's principal and interest payment obligations on the Bond) shall be discharged to the extent that Owner actually receives proceeds of Collateral pursuant to the Collateral Documents, and such proceeds are applied to such obligations in accordance with the terms of the respective Collateral Documents and the Credit Agreement.

(c) Notwithstanding the foregoing, at such time, if any, as the Borrower is the Fiscal Agent, the City hereby directs that the Loan repayments be made, and the Borrower agrees to make such Loan repayments, directly to the Owner, for the account of the City, in satisfaction of the City's payment obligations with respect to the Bond.

(d) In any event, the sum of the Loan repayments payable under this Section 5.03 shall be sufficient to pay the total amount due with respect to such principal and redemption price of and interest (including but not limited to interest and late charges payable pursuant to the Bond on any overdue amount) on the Bond, as and when due, and the Borrower shall forthwith pay any deficiency to the Owner. If at any time the Bond has been fully paid and discharged within the meaning of the terms hereof, the Borrower shall not be obligated to make any further payments under this Section.

Section 5.04 Payment of Fees and Expenses.

(a) The Borrower shall pay to, or upon the order of, the City, upon request of the City, such amounts as may be required to pay or reimburse the City for its reasonable administrative expenses incurred from time to time in connection with the issuance of the Bond, the making of the Loan, and all other services or actions of the City in connection with this Agreement.

(b) Without limiting any provisions of the Credit Agreement or any other Financing Document with respect to costs and expenses of the Purchaser, the Borrower will (1) reimburse the Purchaser on demand for all out-of-pocket costs and expenses of the Purchaser in connection with the preparation, execution, issuance, delivery, recording, and

amendment of this Agreement, the Bond, the Mortgage, and the other Financing Documents (including the fees and expenses of counsel with respect thereto) and (2) reimburse the Owner on demand for the costs and expenses, if any, of the Owner in connection with the enforcement of the Bond, the Promissory Note, and the Financing Documents (including the reasonable fees and out-of-pocket expenses of legal counsel with respect thereto).

Section 5.05 No Abatement or Setoff.

The Borrower shall pay all Loan repayments and all additional sums required hereunder and under the other Financing Documents without suspension or abatement of any nature. So long as any amount of the Bond remains Outstanding, the obligation of the Borrower to pay all sums due from the Borrower hereunder shall be absolute and unconditional, for which the Borrower pledges its full faith and credit, and shall not be suspended, abated, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any rights of setoff, recoupment, or counterclaim that the Borrower might otherwise have against the City, the Purchaser, the Owner, or any other party or parties and regardless of any contingency, act of God, event, or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place after the date hereof, including but without limiting the generality of the foregoing:

- (a) any damage to or destruction of any part or all of the Project or the Borrower's other facilities;
- (b) the taking of any part or all of the Project or the Borrower's other facilities by the City or any other public authority or agency in the exercise of the power of or in the nature of eminent domain or by way of a conveyance in lieu of such exercise or otherwise;
- (c) any assignment, novation, merger, consolidation, or transfer of assets, whether with or without the approval of the City;
- (d) any failure of the City to perform or observe any agreement or covenant, whether express or implied, or any duty, liability, or obligation arising out of or in connection with this Agreement and the Bond;
- (e) any act or circumstances that may constitute an eviction or constructive eviction;
- (f) any failure of consideration, failure of title, or commercial frustration; or
- (g) any change in the tax laws or other laws of the United States or of any state or other governmental body.

**ARTICLE VI
ASSIGNMENT BY CITY**

Section 6.01 Assignment to Owner.

(a) As security for the payment when due of the principal of and the premium, if any, and interest on the Bond, and for the performance of the City's obligations hereunder and with respect to the Bond, the City hereby pledges, assigns, and conveys to the Owner, and grants to the Owner a security interest in, all right, title, and interest of the City in and to the Pledged Revenues, the Promissory Note, this Agreement, and the Collateral, and all sums payable by the Borrower with respect thereto and hereto (including the Pledged Revenues), other than the Reserved Rights of the City (collectively "**Assigned Interests**"). The City irrevocably directs that all payments by the Borrower hereunder (except for payments to the City pursuant to Sections 5.04(a) or 9.09 hereof) be paid directly to the Owner. If, notwithstanding these arrangements, the City shall receive any such payments, the City shall immediately pay over the same to the Owner.

(b) In furtherance of the foregoing, the City shall assign and deliver to the Purchaser the Promissory Note, endorsed without recourse as provided in the form thereof attached as Exhibit B hereto.

(c) The Borrower consents to such assignment and agrees to pay all amounts payable hereunder, except for payments with respect to Reserved Rights, directly to the Owner.

(d) The City agrees and covenants to take all actions reasonably requested by the Purchaser for the Purchaser to enjoy, receive, and/or be able to enforce the Assigned Interests at no additional costs to Purchaser, and to take no action which shall cause Purchaser not to enjoy, receive, and enforce the Assigned Interests.

(e) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby appoints Purchaser as its attorney-in-fact (coupled with an interest) to undertake and exercise all of the City's rights, title, interests, power, and remedies with respect to the Assigned Interests without further notice or consent.

Section 6.02 Priority of Pledge.

The pledge and assignment herein made of the Pledged Revenues and the other Assigned Interests shall at no time be impaired by the City and the Pledged Revenues and the other Assigned Interests shall not otherwise be pledged, and no Person shall have any rights with respect thereto except as provided herein. The City agrees and covenants not to further encumber, assign, transfer, mortgage, grant a security interest in, pledge, or otherwise transfer or dispose to any third party except Purchaser any of the Assigned Interests, and the Assigned Interests are unconditionally and irrevocably assigned by the City to the Purchaser free and clear of all claims and interests of third parties.

Section 6.03 Enforcement of Assigned Rights by Owner.

The City and the Borrower agree that the Owner may, in its own name or (to the extent permitted by law) in the name of the City, enforce all rights of the City and all obligations of the Borrower under and pursuant to this Agreement (except the Reserved Rights of the City, and the obligations of the Borrower related thereto) for and on behalf of the Owner, whether or not the City is in default hereunder. The Borrower waives any and all claims, objections or defenses based on the Owner asserting or enforcing any rights hereunder in the name of the City or in the Owner's own name or otherwise, or based on any need to join the City in any proceedings involving Borrower, the Collateral or the Assigned Interests.

Section 6.01 Instruments of Further Assurance.

The City covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered (at the expense of the Borrower), such further acts, instruments, and transfers as the Purchaser may reasonably require for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Owner all and singular the rights and revenues assigned hereby to the payment of the principal of, and premium, if any, and interest on, the Bond.

Section 6.02 Filing and Recording.

The City, as directed by and at the expense of the Owner, shall cause all documents, statements, memoranda, or other instruments to be registered, filed, or recorded in such manner and at such places as may be required by law to fully protect the security of the Owner and the right, title, and interest of the Owner in and to any moneys or securities held hereunder or any part thereof or in any other Collateral (including any re-filings, continuation statements, or such other documents as may be required). The City authorizes the filing by Purchaser of such Uniform Commercial Code financing statements as may be necessary or desirable to perfect the security interests created by Section 6.01 hereof. The City will execute such instruments as may be necessary in connection with such filing or recording.

Section 6.03 Reserved Rights; Enforcement by City.

The City may exercise all of its Reserved Rights under this Agreement, but the City shall not, without the consent of the Owner, amend any of the same so as to diminish the amounts payable thereunder or otherwise so as to adversely affect the City's or the Borrower's ability to perform their respective covenants under this Agreement.

In addition, the City may, with written consent of the Owner, take any legally available action to cause the Borrower to fully perform all duties and acts and fully comply with the covenants of the Borrower imposed by this Agreement and the Financing Documents in the manner and at the times provided therein.

**ARTICLE VII
THE PROJECT**

Section 7.01 Sale or Transfer of Project.

The Borrower shall not sell, lease, assign, or otherwise transfer all or any part of its interest in the Project, unless:

(a) the purchaser, lessee, transferee, or assignee, as the case may be, shall have expressly assumed in writing (delivered to the City and the Owner) all obligations of the Borrower contained in this Section 7.01(a) and Sections 7.02 and 9.01(d) hereof;

(b) if such sale, lease, transfer, or assignment involves (in a single transaction or any series of transactions) all or substantially all of the Borrower's assets, the purchaser, lessee, transferee, or assignee, as the case may be, shall have expressly assumed in writing (delivered to the City and the Owner) all of the obligations of the Borrower contained in this Agreement, the Promissory Note, and the Tax Agreement (after which it shall be the "Borrower" for purposes hereof and thereof);

(c) the Borrower shall have delivered to the City and the Owner an opinion of Bond Counsel to the effect that such transaction will not violate the Act, adversely affect the validity of the Bond, or result in a Taxable Event; and

(d) the Owner shall have consented thereto (which shall be at the Owner's sole discretion).

No such sale, lease, transfer, or assignment shall relieve the Borrower from primary liability for the performance of its obligations hereunder and under the Promissory Note unless the requirements set forth in paragraph (b) above are met, in which event the Borrower shall be released of all further obligation hereunder simultaneously with such purchaser, lessee, transferee, or assignee assuming such obligations.

Section 7.02 Agreements for the Benefit of the City.

The Borrower represents that it is currently using the Project, and intends to use the Project for so long as any amount of the Bond remains Outstanding, for the Project Enterprise. Notwithstanding such use, the Borrower shall have the right to use the Project for any lawful purpose which in the opinion of Bond Counsel will not affect adversely the validity of the Bond or result in a Taxable Event. As an inducement to the City to issue the Bond, the Borrower covenants to use its best efforts to continue to cause the Project Enterprise to be conducted in the City for so long as any amount of the Bond remains Outstanding.

The Borrower agrees, with respect to the continued operation of the Project, that persons otherwise entitled to any right, benefit, facility, or privilege shall not be denied such right, benefit, facility, or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, age, handicap, sexual orientation or national origin.

A breach of the covenants contained in this Section 7.02 shall not be or be deemed an “Event of Default” under this Agreement.

Section 7.03 No Warranty by City.

The Borrower recognizes that the City has not made a detailed inspection of the Project or the project plans and specifications, and the City makes no warranty or representation with respect to the same or the location, use, description, design, merchantability, fitness for use for any particular purpose, condition, or durability thereof, or as to the Borrower’s title thereto or ownership thereof, or otherwise with respect to the Project, it being agreed that all risks incident thereto are to be borne by the Borrower in the event of any defect or deficiency of any nature in the Project or any portion thereof, whether patent or latent, the City shall have no responsibility or liability with respect thereto.

**ARTICLE VIII
COVENANTS AND AGREEMENTS OF CITY**

Section 8.01 Payment of Principal and Interest.

The City covenants that it will promptly pay, or cause to be paid, the principal of, and premium, if any, and interest on, the Bond issued under this Agreement at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof, but only from the amounts payable by the Borrower under this Agreement. *The principal of, and premium, if any, and interest on, the Bond are payable solely from the Pledged Revenues and the Financing Documents, and nothing in the Bond or this Agreement shall be considered as pledging any other funds or assets of the City.*

Section 8.02 Performance of Covenants by City.

The City covenants that it will faithfully perform at all times all covenants, undertakings, stipulations, and provisions contained in this Agreement, in the Bond, and in all proceedings of the City pertaining thereto.

Section 8.03 Tax-Exempt Status of Bond.

The City hereby covenants to abide by the agreements made by the City in the Tax Agreement, the terms and provisions of which are herein incorporated by reference. Without limiting the foregoing, the City covenants that it will take no action to cause any investment or other use of the proceeds of the Bond which would cause the Bond to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code or any proposed, temporary, or final regulations issued thereunder.

Section 8.04 Continued Existence, etc.

The City agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence so long as any amount of the Bond remains Outstanding and to carry out the terms of this Agreement.

Section 8.05 Inspection of Books.

The City covenants and agrees that all books and documents in its possession relating to the Project and the Bond shall at all reasonable times be open to inspection by such accountants or other agents as the Owner or the Borrower may from time to time designate.

**ARTICLE IX
ADDITIONAL COVENANTS OF THE BORROWER**

Section 9.01 Bond Not to Become Taxable; Rebate Determinations.

The Borrower hereby covenants to the City and to the Owner that it will comply with the Tax Agreement for so long as any amount of the Bond remains Outstanding and that it will not take or omit to take any action over which it has control, which action or omission, as the case may be, would impair the exclusion from gross income for federal income tax purposes of the interest on the Bond. The terms and provisions of the Tax Agreement are hereby incorporated by reference. Without limiting the generality of the foregoing:

(a) The Borrower will not make or direct any investment or other use of the proceeds of the Bond (or the Loan) which would cause the Bond to be an “arbitrage bond” under Section 148 of the Code or any proposed, temporary, or final regulations issued thereunder; that it will comply with the requirements of such Section 148 and regulations throughout the term of the Bond, and the Borrower shall take or cause to be taken the following actions on behalf of the City to provide for payment to the U.S. Treasury pursuant to Section 148(f) of the Code and any proposed, temporary or final regulations promulgated thereunder:

(i) An agent employed by the Borrower (and acceptable to the Owner) shall make a determination, on the fifth, tenth, and fifteenth anniversaries of the Original Issue Date and upon the final payment of the Bond, of the amount, if any, required to be paid to the United States Treasury, and the Borrower shall provide any such agent with information regarding the Bond and the application, disbursement, and investment of Bond proceeds reasonably requested by such agent for purposes of making such determinations; provided that, no such determination shall be required on any anniversary after the fifth anniversary if the Owner shall have received an opinion of Bond Counsel to the effect that no additional amount will be required to be paid to the United States Treasury on such dates pursuant to Section 148(f) of the Code.

(ii) An amount equal to the amount to be paid shall be paid by the Borrower to the U.S. Treasury on each date, and in the manner, required by Section 148(f) of the Code, or any successor provision, as indicated by an opinion of Bond Counsel.

(iii) The Borrower shall keep records of the determinations made under clause (a)(i) this Section 9.01 on behalf of the City, until six years after the final payment on the Bond.

(b) One hundred percent (100%) of the sum of (i) the proceeds from the sale of the Bond plus (ii) the investment income from the investment thereof, if any, will be used to pay the Prior Bonds.

(c) The Borrower shall not (i) use any of the proceeds of the Bond for any purpose other than the Refunding, or (ii) request, approve, or permit to be approved on its behalf any payment of the proceeds of the Bond if, as a result of such payment, the provisions of subsection (b) above would not be satisfied.

(d) that the Project will at all times while the Bond is outstanding be used as a “manufacturing facility” within the meaning of Section 144(a)(12)(C) of the Code.

Section 9.02 Deficiencies in Revenues.

If for any reason amounts paid by the Borrower hereunder would not be sufficient to make payments of principal of and interest and on the Bond when and as the same shall become due and payable at maturity or otherwise, the Borrower will pay promptly the amounts required from time to time to make up any such deficiency without any further demand or notice from any party.

Section 9.03 Books and Records; Financial Statements and Other Information.

The Borrower covenants that it shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and financial affairs of the Borrower, in accordance with generally accepted accounting principles, consistently applied. The City and the Owner and their duly authorized agents shall have the right at all reasonable times and upon reasonable written notice to the Borrower to examine and make copies of the books and records of the Borrower relating to the Project. The Borrower shall furnish to the Owner the following:

(a) as soon as possible, but in any event within ten days after any such occurrence, notice of the occurrence of any Event of Default or Taxable Event or of any act, omission, thing, or condition which upon the giving of notice or lapse of time, or both, would or might constitute an Event of Default or Taxable Event, which notice shall describe the Event of Default or Taxable Event or other act, omission, thing, or condition in question and shall set forth in detail what action the Borrower proposes to take with respect thereto; and

(b) upon request of the Owner and within a reasonable time thereafter, such other information concerning the Borrower, its operations, financial condition, and business, the Project, and the other property of the Borrower as the Owner may request.

Section 9.04 Inspection.

The Borrower covenants that the City and the Owner, at reasonable times and for purposes of determining compliance with this Agreement, may inspect any part of the Project.

Section 9.05 Additional Information.

The Borrower, whenever requested by the City or the Owner, will provide and certify or cause to be provided and certified such information as the City or the Owner may reasonably request concerning the Borrower or the Project as the City or the Owner considers necessary to enable it to make any reports or supply any information required by this Agreement, law, or otherwise.

Section 9.06 Payment of Taxes and Impositions.

The Borrower shall pay or cause to be paid to the public officers charged with the collection thereof, promptly as the same become due, all taxes or alternative payments thereto, including but not limited to income, profits, or property taxes, if any, which may now or hereafter be imposed by the United States of America, any state or municipality, or any political subdivision or subdivisions thereof, and all assessments for public improvements or other assessments, levies, license fees, charges for publicly supplied water or sewer services, excises, franchises, imposts, and charges, general or special, ordinary or extraordinary (including interest, penalties, and all costs resulting from delayed payment of any of the foregoing), of whatever name, nature, and kind and whether or not now within the contemplation of the parties, hereto, which are now or may hereafter be levied, assessed, charged, or imposed or which are or may become a lien upon the revenues of the Borrower, the Project, or the Borrower's other facilities, or the use or occupation thereof or upon the Borrower or upon any franchises, businesses, transactions, income, earnings, and receipts (gross, net or otherwise) of the City in connection with this Agreement for payment or collection of which the City otherwise would be liable or accountable under any lawful authority whatever; provided, however, that the Borrower shall not be required to pay or discharge or cause to be paid or discharged any tax, assessment, lien, or other matter hereunder so long as the validity thereof is being contested by the Borrower in good faith and by appropriate legal proceedings diligently pursued and neither the Borrower's facilities nor any rent or income therefrom would be in any immediate danger of being sold, forfeited, attached, or lost. The Borrower will, upon request, provide the City and the Owner with copies of any tax returns and receipts for payments of taxes.

Section 9.07 Insurance.

The Borrower shall maintain or cause to be maintained, with financially sound and reputable insurers, reasonably acceptable to the Owner, insurance with respect to its property and business, including, but not limited to, the Project, insuring against such casualties and contingencies, of such types (including public liability insurance) and in such amounts as are acceptable to Owner.

Section 9.08 Further Assurances; Financing Statements.

The Borrower shall perform or cause to be performed any such acts, and execute and cause to be executed any and all further instruments, as may be required by law or as shall reasonably be requested by the Owner for such protection of the interests of the Owner. The Borrower, if required by the Owner, will join with the City and the Owner in executing such financing statements and other documents under the Uniform Commercial Code or other applicable law as the City or Owner may specify and will pay the costs of filing the same in such public offices as the City or Owner shall designate, in order to preserve the security interests granted under this Agreement and the Financing Documents. The Borrower authorizes the filing by Purchaser of such Uniform Commercial Code financing statements as may be necessary or desirable to perfect the security interests created by the Collateral Documents.

Section 9.09 Indemnification.

The Borrower agrees to indemnify and hold harmless the Indemnified Parties from any loss, claim, damage, tax, penalty, expense (including reasonable counsel fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, claims, or demands, of every kind, character, and nature asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with: (a) the adoption of the Resolutions, the execution and delivery of this Agreement, the performance and observance by the Indemnified Parties of their respective obligations under this Agreement or any other Financing Document, (b) the condition, use, operation, maintenance, possession, conduct, management, planning, design, acquisition, construction, installation, financing, or sale of the Project, or (c) any act, failure to act, or misrepresentation by any person in connection with the issuance, sale, and delivery of the Bond. If any action shall be brought against any Indemnified Party in respect of which indemnity may be sought under the foregoing provisions of this Section 9.09 against the Borrower, the Indemnified Party shall promptly notify the Borrower in writing, and the Borrower shall assume the defense thereof including the employment of counsel and the payment of all expenses. In any such action the Indemnified Party shall have the right to employ separate counsel, but the reasonable fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Borrower's counsel is unable to represent such Indemnified Party due to a conflict of interest, (ii) the Indemnified Party believes in good faith that there are defenses available to it which are not available to the Borrower and cannot be effectively asserted by common counsel, (iii) the Borrower's counsel fails (by reason of delays, failure to assert defenses to which an Indemnified Party is entitled or otherwise) to adequately defend the action, or (iv) the Borrower and such Indemnified Party mutually agree to the employment of such counsel. The Borrower shall not be liable for any settlement of such action effected without its written consent, but if settled with the written consent of the Borrower or if there be a final judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless such Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

The Borrower shall not be obligated to indemnify any Indemnified Party under the foregoing paragraph if a court of competent jurisdiction finds that the liability in question was caused by the willful misconduct or sole gross negligence of the Indemnified Party, unless the court determines that, despite the adjudication of liability but in view of all circumstances of

the case, the Indemnified Party is fairly and reasonably entitled to indemnity for the expenses which the court considers proper.

The Borrower further agrees to indemnify the Indemnified Parties for, and hold the Indemnified Parties harmless from, any and all losses, claims, damages, or liabilities caused by any untrue or misleading statement or alleged untrue or misleading statement of a material fact contained in the information submitted to the City or the Purchaser by the Borrower with respect to the Borrower, the Project, or the issuance and purchase of the Bond (the “**Borrower Information**”) or caused by any omission or alleged omission of any material fact necessary to be stated in the Borrower Information in order to make such statements in the Borrower Information not misleading or incomplete.

The Borrower shall also indemnify the Indemnified Parties for, and hold the Indemnified Parties harmless from, all reasonable costs and expenses, including reasonable fees and expenses of counsel incurred in: (i) investigating any Event of Default or Taxable Event or any act, omission, thing, or condition which upon the giving of notice or lapse of time, or both, would or might constitute an Event of Default or Taxable Event, (ii) responding to any inquiries of the Internal Revenue Service or any other governmental body or authority with respect to the Bond, the Project, this Agreement, or any other Financing Document, (iii) enforcing any obligation of the Borrower under the Promissory Note, this Agreement, or any other Financing Document, (iv) taking any action requested by the Borrower, (v) taking any action required by this Agreement or any related agreement, or (vi) taking any action considered necessary by the Indemnified Party and which is authorized by this Agreement, any other Financing Document, or any related agreement.

The indemnifications provided in this Section 9.09 are in addition to any other indemnification provided by the Borrower to the Indemnified Parties.

Any provision herein or elsewhere to the contrary notwithstanding, this Section 9.09 shall survive the termination of this Agreement, any transfer of the Bond, and any resignation or replacement of the Fiscal Agent.

Section 9.10 Covenants in Financing Documents.

The Borrower agrees that it shall comply with its covenants and agreements set forth in the Credit Agreement, as the same may be amended from time to time by the Borrower and the Purchaser in accordance with the terms of the Credit Agreement, and subject to any waiver in respect thereto given by the Purchaser. The obligations and agreements of the Borrower hereunder shall, to the extent possible, be construed in a manner that avoids any conflict with the provisions of the other Financing Documents; however, in the event of any inconsistency between the terms hereof and the terms of any other Financing Document, the Owner shall be entitled to exercise its rights and enforce the Borrower’s obligations hereunder or thereunder as it deems to be in its best interests.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following shall be an “Event of Default” under this Agreement:

(a) Failure to pay any of the principal of, or premium or interest on, the Bond when due, whether on the Final Maturity Date or a redemption date or Interest Payment Date; or

(b) Failure by the Borrower to pay any other amount due hereunder, and such failure continues for five Business Days; or

(c) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City or the Borrower contained in this Agreement or any other Financing Document; provided, however, that except for any such failure which constitutes an “event of default” (as defined therein) under the Credit Agreement, if such failure shall be curable, no such failure shall constitute an Event of Default hereunder unless and until the Borrower shall have become aware of such failure (or should have become so aware with the exercise of reasonable diligence) and shall not have cured such failure within 30 days thereafter; or

(d) The Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking position by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(e) An involuntary case or other proceeding shall be commenced against the Borrower seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Borrower under the Federal bankruptcy laws as now or hereafter in effect; or

(f) Any representation or warranty by or on behalf of the Borrower made herein or in any report, certificate, financial statement, or other instrument furnished in connection with the Financing Documents shall prove to be false or misleading in any material respect when made; or

(g) An “event of default” (as defined therein) shall occur under the Credit Agreement.

Section 10.02 Acceleration.

If any Event of Default under clause (d) or (e) of Section 10.01 occurs, then the principal of the Bond then Outstanding, together with interest accrued thereon, shall become due and payable immediately without notice or demand. Upon the occurrence of any Event of Default under Section 10.01 other than an Event of Default under clause (d) or (e), the Owner may, by notice in writing delivered to the City and the Borrower, declare the principal of the Bond and the interest accrued thereon immediately due and payable, and the same shall thereupon become and be immediately due and payable. Upon any acceleration of the Bond under this Section 10.02, all amounts payable under Section 5.03 hereof shall be immediately due and payable.

Section 10.03 Legal Proceedings by Owner.

Upon the occurrence of any Event of Default under Section 10.01 hereof, the Owner may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights as Owner of the Bond and as assignee of the Pledged Revenues and other Assigned Interests, and require the Borrower to carry out any other agreements with or for the benefit of the Owner of the Bond;
- (b) bring suit upon the Bond;
- (c) by action or suit in law or equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owner of the Bond;
- (d) take or cause to be taken any action available under applicable law as the beneficiary of the liens and security interests and other rights created under the Collateral Documents; and/or
- (e) exercise any and all rights and remedies available to Owner under the Financing Documents or otherwise available at law or in equity.

No remedy conferred upon or reserved to the Owner is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Owner hereunder or now or hereafter existing at law, in equity, or by statute. Nothing herein contained shall affect or impair the right of action, which is absolute and unconditional, of the Owner of the Bond to institute suits to enforce payment thereof.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder shall extend to or shall affect any other existing or subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 10.04 Application of Moneys.

All moneys received by the Owner of the Bond upon the exercise of any remedies provided in Section 10.03 hereof shall be applied (subject to any provision of the Credit Agreement or the Collateral Documents providing for amounts collected by the Owner from or for the account of the Borrower to be applied for other purposes), first to the payment of all expenses of the City and/or the Owner in connection with the exercise of such remedies (including reasonable attorneys fees and expenses), then to the payment of any other amounts owing pursuant to the Credit Agreement, then to the payment of interest due on the Bond, and then to the payment of principal of, and premium with respect to, the Bond then due and unpaid (together with interest on overdue installments of principal and, to the extent permitted by law, on any overdue interest, at the rate per annum specified herein for such overdue installments).

Section 10.05 Termination of Proceedings.

In case the Owner shall have proceeded to enforce any right under this Agreement, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Owner, and the Borrower shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Owner shall continue as if no such proceedings had been taken.

Section 10.06 Waivers of Events of Default; Rescission of Declaration of Maturity.

The Owner may waive any Event of Default under this Agreement and its consequences, or rescind any declaration of maturity of principal of the Bond upon written notice to the Borrower. In case of any such waiver or rescission, then and in every such case the City, the Borrower, and the Owner shall be restored to their respective former positions and rights under this Agreement, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Agreement shall be in writing, and a copy of each waiver affecting the Bond shall be delivered to the City and the Borrower; however, the failure of the Owner to deliver a copy of any such waiver to the City shall not subject the Owner to pecuniary liability,.

Section 10.07 No Waiver by City.

Any provision of this Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the City retains the right to enforce any applicable federal or state law or regulation or ordinance of the City and any rights accorded the City thereby, and nothing in this Agreement shall be construed as an express or implied waiver thereof.

**ARTICLE XI
AMENDMENTS TO FINANCING DOCUMENTS**

Section 11.01 Amendments to Agreement.

This Agreement may be amended only by the written agreement of the City, the Borrower, the Owner, and the Fiscal Agent; provided that, at the request and with the consent of the Borrower, the Owner may, in its discretion and without the consent or agreement of the City or the Fiscal Agent, waive or amend Section 9.10 hereof or any covenant incorporated herein by reference pursuant thereto.

Section 11.02 Amendments to Other Financing Documents.

The other Financing Documents may be amended as provided therein.

**ARTICLE XII
MISCELLANEOUS**

Section 12.01 Limitation of Rights.

Nothing expressed or mentioned in or to be implied from this Agreement or the Bond is intended or shall be construed to give to any Person, other than the City, the Borrower, the Purchaser, and the Owner of the Bond, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any covenants, conditions, and provisions herein contained; this Agreement and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower, the Purchaser, and the Owner of the Bond as herein provided.

Section 12.02 Limitation on Assignment.

The City's assignment of its rights shall be limited as provided in Section 6.02 hereof. The Borrower may not assign its rights hereunder without the written consent of the City, the Purchaser, and the Owner, except as provided in Section 7.01 hereof.

Section 12.03 Severability.

The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any Constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or Sections in this Agreement contained shall not affect the remaining portions of this Agreement, or any part thereof.

Section 12.04 Notices.

All notices and directions to any party to this Agreement pursuant hereto shall be in writing, and, except as otherwise provided, shall be deemed to be sufficiently given if hand delivered or sent by first-class mail, electronic mail, registered or certified mail, facsimile, or overnight delivery addressed as follows:

Borrower

R & B Wagner, Inc.
10600 West Brown Deer Road
Milwaukee, Wisconsin 53224
Attention: Stan Vos
Phone: (414) 214-0444
Facsimile: (414) 214-0450
Email: swos@mailwagner.com

City

City of Milwaukee
[City Hall
200 East Wells Street, Room ____]
[Department of City Development
800 North Broadway, Room ____]
Milwaukee, Wisconsin 53202
Attention: _____
Phone: (414) 286-____
Facsimile: (414) 286-____

Purchaser

TCF Investments Management, Inc.
c/o TCF National Bank
500 West Brown Deer Road
Milwaukee, Wisconsin 53217
Attention: Mark Pietrowiak
Phone: (414) _____
Facsimile: (414) _____
Email: mpietro1@tcfbank.com

with a copy to:

TCF Investments Management, Inc.
200 Lake Street East
Wayzata, MN 55391
Attention: James S. Broucek
Phone: (____) _____
Facsimile: (____) _____
Email: jbroucek@tcfbank.com

Fiscal Agent

TCF National Bank
500 West Brown Deer Road
Milwaukee, Wisconsin 53217
Attention: Mark Pietrowiak
Phone: (414) _____
Facsimile: (414) _____
Email: mpietro1@tcfbank.com

or to such other address as the addressee shall have indicated by prior notice to the one giving the notice or direction in question. Any notice required to be sent to the Owner of the Bond shall be sent to Purchaser or, if the Purchaser is no longer the Owner, then to the Owner at the address as shown on the registration books maintained by the Fiscal Agent with respect to the Bond pursuant to Section 3.06 hereof.

Section 12.05 Acts of Owner of the Bond.

Any action to be taken by the Owner of the Bond may be evidenced by a written instrument signed or executed by the Owner in person or by an agent appointed in writing. The fact and date of the execution by any Person of any such instrument may be proved by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of the Bond shall bind any future Owner of the Bond.

Section 12.06 Exculpation of City.

In the exercise of the power of the City and its officers, employees and agents hereunder, including (without limiting the foregoing) the application of moneys and any action taken by it upon the occurrence of an Event of Default by the Borrower, neither the City nor its officers, employees, or agents shall be accountable to the Borrower, the Purchaser, or the Owner for any action taken or omitted by it or its officers, employees, or agents in good faith unless in express violation of the provisions of this Agreement. The City and its officers, employees, and agents shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel (who may also be counsel for the Borrower, the Purchaser, or the Owner) and may (but need not) require further evidence of any fact or matter before taking any action.

All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement, the Bond, or any agreement, instrument, or certificate entered into or delivered by the City in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements, and obligations solely of the City and not of any officer, employee, or agent of the City in an individual capacity, and no recourse shall be had for the payment of the Bond or for any claim based thereon or under this Agreement or any agreement, instrument, or certificate entered into by the City in connection therewith against any officer, employee, or agent in an individual capacity.

Section 12.07 Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08 Termination.

Upon the payment in full of the principal of and interest due on the Bond at maturity or the earlier payment of the redemption price of the Bond then Outstanding in whole, and the payment of, or provision for, all other amounts (including expense reimbursements and indemnity payments) due hereunder to the satisfaction of the City, the Purchaser, and the Owner, this Agreement and the parties' obligations hereunder shall terminate, except for the obligations of the Borrower pursuant to Sections 5.04, 9.01(a) and 9.09, which shall survive the termination of this Agreement. Upon such termination, the Owner shall cause the Promissory Note to be cancelled and returned to the Borrower, and shall cancel and destroy the Bond.

Section 12.09 Authorization of Agreement; Agreement to Constitute Contract.

This Agreement is entered into pursuant to the Act and the Resolutions and the provisions of this Agreement shall be deemed to be and shall constitute a contract among the City, the Borrower, the Purchaser, and the Owner from time to time of the Bond. This Agreement constitutes a security agreement for purposes of the Uniform Commercial Code.

Section 12.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first above written.

CITY OF MILWAUKEE, WISCONSIN

By: _____
Name: Tom Barrett
Title: Mayor

Attest: _____
Name: Ronald D. Leonhardt
Title: Clerk

Countersigned:

By: _____
Name: W. Martin Morics
Title: Comptroller

R & B WAGNER, INC.

By: _____
Name: _____
Title: _____

TCF NATIONAL BANK

By: _____
Name: _____
Title: Vice President

TCF INVESTMENTS MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Bond Financing Agreement]

EXHIBIT A

FORM OF BOND

United States of America
State of Wisconsin
City of Milwaukee, Wisconsin

INDUSTRIAL DEVELOPMENT REVENUE REFUNDING BOND, SERIES 2011
(R & B WAGNER, INC. PROJECT)

No. R-__ Registered
\$2,615,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
Described herein	September 1, 2031	September [23], 2011	None

REGISTERED OWNER: TCF INVESTMENTS MANAGEMENT, INC., or its registered assigns

PRINCIPAL AMOUNT: TWO MILLION SIX HUNDRED FIFTEEN THOUSAND DOLLARS

The CITY OF MILWAUKEE, WISCONSIN (the “City”), a municipal corporation and political subdivision of the State of Wisconsin, for value received, hereby promises to pay (but only from the revenues hereinafter described and not otherwise) to the Registered Owner, on the Maturity Date, subject to the redemption requirements set forth herein, without the need for the presentation or surrender hereof, the principal sum of TWO MILLION SIX HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,615,000) and to pay (but only from said revenues) interest on said principal sum at the Interest Rate in effect from time to time, as hereinafter described. Payment of the principal of and interest on this Bond shall be in any coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

GENERAL PROVISIONS

THIS BOND IS A LIMITED OBLIGATION OF THE CITY. THE PRINCIPAL OF AND INTEREST AND REDEMPTION PREMIUM, IF ANY, ON THIS BOND ARE PAYABLE SOLELY OUT OF THE REVENUES TO BE DERIVED FROM THE AGREEMENT (HEREINAFTER DEFINED) AND THE COLLATERAL SECURING THE SAME AS SET FORTH IN THE AGREEMENT. THIS BOND AND THE INTEREST HEREON ARE NOT AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE OF WISCONSIN CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND ARE NOT A CHARGE AGAINST THE CITY’S GENERAL CREDIT OR TAXING POWERS OR A PECUNIARY LIABILITY OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond is has been issued under and pursuant to the Constitution and laws of the State of Wisconsin, including particularly Section 66.1103 Wisconsin Statutes, as amended (the “**Act**”), and a Bond Financing Agreement (the “**Agreement**”) dated as of the Original Issue Date among the City, R & B Wagner, Inc., a Wisconsin corporation (the “**Borrower**”), TCF National Bank (the “**Bank**”), as fiscal agent, and TCF Investments Management, Inc. (the “**Purchaser**”) for the purpose of refunding the outstanding principal amount of the City’s \$5,000,000 Industrial Development Revenue Bonds, Series 2001, dated July 26, 2001 (R & B Wagner, Inc. Project), the proceeds of which financed the costs of acquisition of land, renovation and expansion of an existing manufacturing facility and acquisition and installation of new machinery and equipment to be used in connection with the Borrower’s business of manufacturing and distribution of hand-rail products and systems and contract manufacturing in the specialty area of tube bending and fabricating (the “**Project**”) in the City. The City has pledged and assigned certain of its rights under the Agreement, including its right to receive loan payments from the Borrower thereunder, to the Owner of this Bond to secure the City’s obligations with respect to this Bond. As security for the payment by Borrower of its obligations under the Agreement, Borrower has granted to Purchaser, as the initial Registered Owner of this Bond and the assignee of the City’s rights under the Agreement, among other things, a mortgage on, assignment of rents in respect to, and a security interest in the real property and fixtures comprising the Project pursuant to a Mortgage of Real Property, Security Agreement and Assignment of Rents and Profits, dated as of the Original Issue Date, from Borrower to the Bank (for itself and as agent for the Purchaser) and all other personal property of Borrower pursuant to a General Business Security Agreement dated the Original Issue Date from Borrower to the Bank (for itself and as agent for the Purchaser).

This Bond shall be issued in the form of a single bond of the denomination equal to the entire principal amount hereof.

Payments of principal of, and premium, if any, and interest on, this Bond shall be payable by the Fiscal Agent, as paying agent, by bank wire transfer of immediately available funds to the bank account designated by the Registered Owner or in such other manner as Borrower and the Registered Owner shall agree.

This Bond is transferable, in accordance with the provisions of the Agreement, by the Registered Owner hereof or its duly authorized attorney at the principal office of the Fiscal Agent, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in the form attached hereto or such other form as may be satisfactory to the Fiscal Agent, and upon payment by the Registered Owner hereof of any taxes, fees, or other governmental charges incident to such transfer. Upon any such transfer, a new fully-registered Bond in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered may be deemed the Registered Owner thereof by the City and the Borrower, and no notice to the contrary shall be binding upon the City or the Borrower.

INTEREST PROVISIONS

Definitions. For purposes hereof, the following definitions shall apply.

“Credit Spread” means (a) 2.50% per annum or (b) upon receipt by the Registered Owner of an opinion of Bond Counsel that using such other credit spread will not adversely affect the status of this Bond as a “qualified tax-exempt obligation,” such other credit spread as determined by the Registered Owner for a borrower similarly situated to the Borrower, based on the Registered Owner’s then-current underwriting standards, and with credit committee oversight, including without limitation, factors such as the current credit profile and current and historical operating performance and duration of the Reset Period.

“Default Rate” means as of any date, the lesser of (1) 25% per annum or (2) the Initial Interest Rate, Floating Rate, Fixed Rate or Taxable Rate, as then applicable, plus 3% per annum.

“Fixed Rate” means, for any Reset Period, a rate per annum equal to the lesser of (1) 25% per annum or (2) the product of the Multiplier multiplied by the greater of (a) the sum of (i) the Credit Spread plus (ii) the applicable Treasury Rate for such Reset Period or (b) 5.25% per annum.

“Floating Rate” means a rate per annum equal, for each Quarterly Interest Period, to the lesser of (1) 25% per annum or (2) the product of the Multiplier multiplied by the greater of (a) the sum of the LIBOR Rate for such Quarterly Interest Period plus 2.75% per annum or (b) 4.0% per annum.

“Initial Interest Rate” means the rate of [3.675]% per annum.

“Interest Payment Date” means the first Business Day of each calendar month, commencing November 2011.

“LIBOR Rate” means, for any Quarterly Interest Period, the three-month LIBOR rate as shown on the display designated as [“British Bankers Association Interest Settlement Rates”] on Reuters Screen LIBOR01 Page or any successor page or reporting service; provided, however, that if such rate is not available then such rate shall be otherwise independently determined by the Registered Owner from an alternate, substantially similar independent source or shall be calculated by a substantially similar methodology as that theretofore used to determine such offered rate. The LIBOR Rate shall be determined on the second Business Day preceding the first day of each Quarterly Interest Period.

“Multiplier” means, at the time of determination, the Registered Owner’s multiplier for tax exempt obligations that are not “qualified tax-exempt obligations,” which shall be the same multiplier for tax exempt obligations which are not “qualified tax-exempt obligations” quoted to customers of the Registered Owner for such obligations; initially, the Multiplier shall be .70.

“Quarterly Interest Period” means, for any Reset Period during which the Floating Rate will be in effect pursuant to the Agreement, the period from (and including) the Reset Date on which such Reset Period commences to (but not including) the Interest Payment Date in the succeeding December, and thereafter each period from (and including) the Interest Payment Date in March, June, September, or December of any year to (but not including) the next Interest Payment Date in March, June, September, or December.

“Reset Date” means each of September 1, 2016, September 1, 2021 and September 1, 2026 (or, if any such day is not a Business Day, the next succeeding Business Day).

“Reset Period” means each period from (and including) a Reset Date to (but excluding) the next Reset Date or the Maturity Date, as the case may be.

“Treasury Rate” means, for any Reset Period, a rate per annum equal to the rate set forth for 5-year constant maturity U.S. Treasury obligations in Federal Reserve Statistical Release H.15 as most recently published as of the Reset Date; provided, however, that if such rate is not available, then such rate shall be otherwise independently determined by the Registered Owner from an alternate, substantially similar independent source or shall be calculated by a substantially similar methodology as that theretofore used to determine such rate

“Taxable Rate” means, at any time, the interest rate that would otherwise be in effect if the Multiplier were equal to 1.0.

Interest Rate. The unpaid principal amount of this Bond shall bear at a rate equal to (i) during the period from the Original Issue Date to the initial Reset Date, the Initial Interest Rate, and (ii) during any Reset Period, the Fixed Rate for such Reset Period or the Floating Rate, as determined pursuant to the Agreement; provided, however, that (a) upon a Taxable Event, the interest rate shall be adjusted, retroactively to the date on which the interest on the Bond became includable in gross income for federal income tax purposes, to a rate equal to the Taxable Rate, and (b) upon an Event of Default, the interest rate shall be adjusted to a rate equal to the Default Rate. This Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest, at the Default Rate.

Accrual of Interest. The annual interest rate for this Bond shall be computed by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Interest shall be payable in arrears on each Interest Payment Date, to the Registered Owner hereof determined as of the Business Day preceding such Interest Payment Date. Interest on this Bond shall accrue from the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid. Any amounts of additional interest due in respect of prior interest periods by reason of the retroactive application of the Taxable Rate shall be payable on the first Interest Payment Date occurring more than thirty days after a Taxable Event or, at the option of the Borrower, in a lump sum on any earlier date.

REDEMPTION PROVISIONS

Redemption at Borrower’s Option. This Bond may be redeemed, at the option and written direction of the Borrower, in whole or in part on any Business Day, at a redemption price equal to the principal amount so redeemed plus accrued interest to the date of redemption, plus any applicable premium pursuant to the next sentence. The redemption price for (i) any such redemption of this Bond made with proceeds of a refinancing (whether through a subsequent bond issue or any other borrowing), or (ii) any redemption of in excess of 20% of the outstanding balance during any Annual Period (computed based upon the outstanding amount as

of the beginning of such Annual Period), shall include a redemption premium of 4% during the first Annual Period commencing on the Original Issue Date or a Reset Date, as the case may be, 3% in the second Annual Period after the Original Issue Date or the most recent Reset Date, as the case may be, 2% in the third Annual Period after the Original Issue Date or the most recent Reset Date, as the case may be, and 1% in the fourth and fifth Annual Periods after the Original Issue Date or the most recent Reset Date, as the case may be. For this purpose, "Annual Period" means the period from the Original Issue Date to (but not including) September 1, 2012 and thereafter each period from (and including) a September 1 to (but not including) the next succeeding September 1. In the case of an optional redemption of the Bond in part, the principal amount so redeemed shall be applied to reduce the mandatory scheduled principal redemptions required to be made on the Scheduled Redemption Dates in the inverse order of the redemption dates.

Mandatory Redemption on Reset Date. This Bond shall be subject to redemption in whole, unless waived by the Registered Owner as provided in the Agreement, on any Reset Date, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to such Reset Date.

Mandatory Scheduled Redemption. This Bond shall be redeemed in part from time to time by the City, at a redemption price equal to 100% of the principal amount thereof and without premium, in the respective principal amounts and on the Scheduled Redemption Dates as provided in Section 3.09(c) of the Agreement.

Notice of Redemption. The Borrower shall provide the Registered Owner with notice of any redemption at the option of the Borrower by first-class mail, at least 30 days (or such shorter period as the Registered Owner shall approve, in its sole discretion) before such redemption date to the Registered Owner at the registered address of the Registered Owner appearing on the registration books maintained pursuant to Section 3.06 of the Agreement as of the close of business on the Business Day prior to such mailing. Notice of redemption having been so given, the Bond or portion thereof so called for redemption shall be due and payable on the redemption date and, if the redemption price is duly paid, interest thereon shall cease to accrue from and after such redemption date.

MISCELLANEOUS PROVISIONS

Reference is made to the Agreement for a description of the provisions with respect to the nature and extent of the security for this Bond, and the rights, duties, obligations, and immunities of the City, the Borrower, and the Registered Owner of this Bond, and the definitions of capitalized terms used in this Bond and not otherwise defined.

The Agreement permits the amendment thereof and the modifications of the rights and obligations of the City and the rights of the Registered Owner of the Bond upon the terms set forth therein. Any consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future Registered Owners of this Bond and of any Bond issued upon the transfer of this Bond whether or not notation of such consent or waiver is made hereon. The Agreement also contains provisions permitting the Registered Owner of the Bond to waive certain past defaults under the Agreement and their consequences.

This Bond is issued under and pursuant to, and in full compliance with the Constitution and laws of the State of Wisconsin, including particularly the Act, which shall govern its construction, and by appropriate action duly taken by the Common Council of the City which authorizes the execution and delivery of the Agreement and this Bond.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and procedures required to exist, happen, and be performed precedent to and in the execution and delivery of the Agreement and issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that the issuance of this Bond has been duly authorized by the City and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, and the manual impression or facsimile of its corporate seal, to be affixed hereto, attested by the manual or facsimile signature of its Clerk, and countersigned by the manual or facsimile signature of its Comptroller.

CITY OF MILWAUKEE, WISCONSIN

By: _____
Title: Mayor

[SEAL]

And: _____
Title: Clerk

Countersigned:

By: _____
Title: Comptroller

EXHIBIT B

FORM OF PROMISSORY NOTE

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE TRANSFERABILITY HEREOF IS RESTRICTED BY THE BOND FINANCING AGREEMENT IDENTIFIED IN THE ASSIGNMENT ENDORSED HEREON.

PROMISSORY NOTE

\$2,615,000

September [23], 2011

FOR VALUE RECEIVED, the undersigned R & B WAGNER, INC. a Wisconsin corporation (the “**Borrower**,” which term shall be construed to include the successors and permitted assigns of the Borrower), promises to pay to the order of the CITY OF MILWAUKEE, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the “**City**”), the principal sum of TWO MILLION SIX HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,615,000), on September 1, 2031. The unpaid principal balance of this Promissory Note shall (except as hereinafter provided upon a Taxable Event or an Event of Default) bear interest (i) from the date hereof to but not including the initial Reset Date at the rate of ____% per annum, and (ii) during any Reset Period, the Fixed Rate for such Reset Period or the Floating Rate, as provided in the Agreement referred to below; provided, that (A) after the occurrence of a Taxable Event, the unpaid principal amount of this Promissory Note shall bear interest at the Taxable Rate, and (B) upon the occurrence of an Event of Default, the unpaid principal amount of this Promissory Note shall bear interest at the Default Rate.

The principal of and interest on this Promissory Note are payable in immediately available funds at the office of TCF National Bank, Milwaukee, Wisconsin, or at the office of its successor as Fiscal Agent; provided, that if Borrower is the Fiscal Agent, then such payments shall be made to TCF Investments Management, Inc. (the “**Purchaser**”), or its successor as Owner under that certain Bond Financing Agreement, dated as of September [23], 2011 (the “**Agreement**”), among the City, the Borrower, the Fiscal Agent, and the Purchaser.

This Promissory Note constitutes the Promissory Note issued under the Agreement, to which Agreement reference is hereby made for a statement of the terms and conditions on which the loan evidenced hereby was made, for a description of the terms and conditions upon which this Promissory Note may or must be prepaid or its maturity accelerated, and for the definitions of the terms “**Default Rate,**” “**Fixed Rate,**” “**Reset Period,**” “**Floating Rate,**” “**Event of Default,**” “**Fiscal Agent,**” “**Owner,**” “**Taxable Event,**” and “**Taxable Rate.**”

R & B WAGNER, INC.

By: _____
Its: _____

Attest: _____
Its: _____

FOR VALUE RECEIVED, the undersigned City of Milwaukee, Wisconsin hereby assigns, without recourse, all its right, title and interest in and to the above Promissory Note to TCF Investments Management, Inc., or its successor or successors as Owner under the Bond Financing Agreement referred to in such Promissory Note, to secure its \$2,615,000 Industrial Development Revenue Refunding Bond, Series 2011 (R & B Wagner, Inc. Project) issued pursuant to such Bond Financing Agreement.

Dated: September [23], 2011

CITY OF MILWAUKEE, WISCONSIN

By: _____
Title: Mayor

[SEAL]

And: _____
Title: Clerk

Countersigned:

By: _____
Title: Comptroller

EXHIBIT C

SCHEDULED MANDATORY REDEMPTIONS

The Bond is subject to scheduled mandatory redemptions on the first Business Day of each month, commencing October 2016 (“**Scheduled Redemption Dates**”), in principal amounts determined by the Owner as of each Reset Date, based upon equal monthly payments of principal and accrued interest from such Reset Date to the Final Maturity Date and the then-applicable Fixed Rate or Floating Rate, assuming that the Bond continues to bear interest at such rate to the Final Maturity Date. The principal amount to be redeemed on each Scheduled Redemption Date shall be re-determined as of the first day of each Reset Period, based upon the Final Maturity Date and the applicable Fixed Rate or Floating Rate taking effect on such date, and shall be re-determined as of any date on which the Bond begins to bear interest at a Taxable Rate, based upon Final Maturity Date and the Taxable Rate.

EXHIBIT D

DESCRIPTION OF PROJECT AND APPLICATION OF PROCEEDS

I. DESCRIPTION OF PROJECT

The Project consists of the acquisition of land, renovation and expansion of an existing manufacturing facility and acquisition and installation of new machinery and equipment to be used in connection with the Borrower's business of manufacturing and distribution of hand-rail products and systems and contract manufacturing in the specialty area of tube bending and fabricating.

II. APPLICATION OF PROCEEDS OF PRIOR BONDS

The proceeds of the Prior Bonds were applied as follows:

	<u>Costs Paid From Bond Proceeds</u>	<u>Total Costs</u>
Acquisition of Land and Buildings	\$1,426,780	\$4,800,000
Facility Rehabilitation and Addition	3,365,000	3,365,000
Equipment	108,220	1,500,000
Issuance Costs	100,000	100,000
TOTALS	\$5,000,000	\$9,765,000

III. APPLICATION OF PROCEEDS OF BOND

The proceeds of the Bond will be used to refund the entire outstanding principal amount of the Prior Bonds.

..Number
110657
..Version
PROPOSED SUBSTITUTE A

..Reference
110332

..Sponsor
ALD. PUENTE

..Title
Substitute resolution authorizing the sale and issuance of \$2,615,000 Industrial Development Revenue Refunding Bonds, Series 2011, R&B Wagner, Inc. Project, in the 9th Aldermanic District.

..Analysis
This substitute resolution provides the terms relating to and authorizes the sale and issuance of industrial development revenue bonds, i.e., \$2,615,000 principal amount of Industrial Development Revenue Refunding Bonds, Series 2011 (R&B Wagner, Inc. Project) to refinance the outstanding principal amount of the \$5,000,000 City of Milwaukee, Wisconsin Variable Rate Demand Industrial Development Revenue Bonds, Series 2001 (R&B Wagner, Inc. Project).

..Body
Whereas, The City of Milwaukee, Wisconsin (the "City"), is a municipal corporation organized and existing under and pursuant to the laws of the State of Wisconsin and is authorized by Section 66.1103, Wisconsin Statutes, as amended (the "Act"):

a. To issue revenue bonds to finance all or any part of the costs of the construction, equipping, reequipping, acquisition, purchase, installation, reconstruction, rebuilding, rehabilitation, improving, supplementing, replacing, maintaining, repairing, enlarging, extending or remodeling of industrial projects and the improvement of sites for industrial projects.

b. To fund the whole or part of any revenue bonds issued by the City.

c. To enter into a revenue agreement with a Borrower pursuant to which the Borrower agrees to cause said project to be constructed and to pay the City an amount of funds sufficient to provide for the prompt payment, when due, of the principal of and interest on said revenue bonds; and

Whereas, The City has issued its \$5,000,000 City of Milwaukee, Wisconsin Variable Rate Demand Industrial Development Revenue Bonds, Series 2001 (R&B Wagner, Inc. Project), dated July 26, 2001 (the "Series 2001 Bonds"); and

Whereas, The Series 2001 Bonds were issued to finance the purchase of land, the renovation and expansion of an existing manufacturing facility and the acquisition of machinery and equipment (collectively, the "Project"), which is owned and operated by R&B Wagner, Inc., a Wisconsin corporation (the "Borrower"); and

Whereas, The Borrower determined that it would be beneficial to refinance the Project by issuing revenue refunding bonds to refund the Series 2001 Bonds (the "Refunding"); and

Whereas, On July 26, 2011 the City's Common Council (the "Governing Body") adopted an initial resolution (the "Initial Resolution") pursuant to the Act wherein it was resolved that the City would issue its revenue refunding bonds to effect the Refunding, subject however, to the satisfaction of certain

conditions including the approval of this Governing Body of the terms of said bonds and the revenue agreement described in the Initial Resolution; and

Whereas, In accordance with the Initial Resolution, a notice of the adoption of the Initial Resolution was published once in The Daily Reporter (the City's official newspaper for the publication of notices pursuant to Chapter 985 of the Wisconsin Statutes) giving the electors of the City an opportunity to file a petition with the City Clerk for a referendum on the question of the issuance of the Bonds, as defined below, within 30 days of the date of publication of such notice; and

Whereas, No sufficient petition for referendum on the question of the issuance of the Bonds was filed with the City Clerk within 30 days of the publication of the notice of the adoption of the Initial Resolution; and

Whereas, The Governing Body has found and determined that the Project is a qualified "project" within the meaning of the Act and that the Borrower is an "eligible participant" within the meaning of the Act; and

Whereas, The Governing Body has found and determined that the City has derived and will continue to derive public benefits from the Project and its operation, including by way of illustration, but not limitation, the following: the provision and retention of gainful employment opportunities for the citizens of the City; the stimulation of the flow of investment capital into the City with resultant beneficial effects on the economy in the City; and the preservation and enhancement of the City's tax base; and

Whereas, The Borrower has now requested that the City provide for the issuance of its \$2,615,000 Industrial Development Revenue Refunding Bonds, Series 2011 (R&B Wagner, Inc. Project) (the "Bonds") upon the terms set forth in this resolution; and

Whereas, In connection therewith the Borrower has presented the City with proposed documentation for the Bonds, as follows:

(a) A Bond Financing Agreement, to be dated as of the date of issuance of the Bonds (the "Bond Financing Agreement"), to be entered into by and among the City, the Borrower, TCF National Bank, a national banking corporation (the "Bank"), and TCF Investment Management, Inc. a Minnesota corporation (the "Purchaser"), setting forth the terms and conditions on which the City will sell and the Purchaser will purchase the Bonds; providing for the creation of the Bonds, the terms thereof and the security therefor; and providing for a loan of the Bond proceeds to the Borrower on repayment terms scheduled to provide the City with revenues sufficient to retire the Bonds in accordance with their terms.

(b) A Promissory Note, to be dated the date of issuance of the Bonds (the "Promissory Note"), to be issued by the Borrower payable to the order of the City in the principal equal to the Bonds as evidence of the borrowing provided for in the Bond Financing Agreement and to be assigned by the City to the Purchaser.

(c) A Tax Compliance Agreement, to be dated as of the date of issuance of the Bonds (the "Tax Agreement") to be entered into between the City, the Borrower and the Purchaser; and

Whereas, In accordance with the Act, this resolution, and the aforesaid instruments and documents, the Bonds and interest thereon shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation, shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers, and shall not constitute or give rise to any personal liability of any member of the Governing Body or of any officers or employees of the City on the Bonds or for any act or omission related to the authorization or issuance of the Bonds; and

Whereas, It is in the public interest of the City to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing to promote the betterment of the environment and the economy of the City and to stimulate a large flow of private investment funds into the City; and

Whereas, The Governing Body has found and determined that the public interest will be served if the City were to permit the Borrower to refinance the Project by refunding the Series 2001 Bonds; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that:

Section 1. Findings and Determinations.

Based on representations of the Borrower, it has been found and determined and is hereby declared:

(a) That the Project is a qualified "project" under and for the purposes of the Act.

(b) That the Borrower is a qualified "eligible participant" under and for the purposes of the Act.

(c) That the Bond Financing Agreement meets the requirements of a "revenue agreement" under and for the purposes of the Act.

(d) That the estimated aggregate cost of the Refunding is not less than \$2,615,000.

(e) That the payments required to be made by the Borrower under the Bond Financing Agreement are sufficient in amount to pay, when due, the principal of, premium, if any, and interest on the Bonds.

(f) That all conditions set forth in the Initial Resolution have been satisfactorily met.

Section 2. Authorization to Borrow and to Lend.

The City shall borrow, but only in the manner herein recited, the sum of \$2,615,000 to effect the Refunding. Said borrowing shall be accomplished through the sale of the Bonds issued pursuant to the Act. The City shall lend the sum of \$2,615,000 to the Borrower pursuant to the terms of the Bond Financing Agreement, which borrowing shall be evidenced by the Promissory Note and secured as provided in the Bond Financing Agreement.

Section 3. Designation, Denomination, Tenor and Maturity of Bonds Created for Issuance.

The Bonds shall be issued in the principal amount of \$2,615,000 and shall be designated:

CITY OF MILWAUKEE, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE REFUNDING BOND, SERIES 2011
(R&B WAGNER, INC. PROJECT)

The principal of the Bonds shall mature on September 1, 2031 and shall be subject to mandatory redemptions on the first business day of each month as described in Exhibit C to the Bond Financing Agreement, based on the interest rates then in effect, all as provided in the Bond Financing Agreement.

Capitalized terms used and not otherwise defined herein shall have the meaning set forth below:

"Fixed Rate" means, for any Reset Period, a rate per annum equal to the lesser of (1) 25 percent per annum or (2) the product of the Multiplier multiplied by the greater of (a) the sum of (i) the Credit Spread plus (ii) the applicable Treasury Rate for such Reset Period or (b) 5.25 percent per annum.

"Floating Rate" means a rate per annum equal, for each quarterly interest period, to the lesser of (1) 25 percent per annum or (2) the product of the multiplier used by the owner of the Bonds for determining the interest rate on tax-exempt borrowings, multiplied by the greater of (a) the sum of the three-month LIBOR rate (determined as provided in the Bond Financing Agreement) for such quarterly interest period plus 2.75% per annum or (b) 4.0 percent per annum.

"Initial Interest Rate" means the rate of 3.675 percent per annum.

"Interest Payment Date" means the first Business Day of each month, commencing November 2011.

"Original Issue Date" means the date on which the Bonds are issued and sold as provided in this resolution.

"Reset Date" means each of September 1, 2016, September 1, 2021 and September 1, 2026 (or, if any such day is not a Business Day, the next succeeding Business Day).

"Reset Period" means each period from, and including, a Reset Date to, but excluding, the next Reset Date or the Final Maturity Date, as the case may be.

"Taxable Event" means the circumstance of interest paid or payable on the Bonds becoming includable in the gross income of any Owner for federal income tax purposes as a consequence of any act, omission or event whatsoever including, without limitation, a failure by the City or the Borrower to observe and comply with any covenant, agreement or representation in the Bond Financing Agreement or the Tax Agreement.

"Taxable Rate" means, at any time, the interest rate that would otherwise be in effect if the multiplier used by the owner of the Bonds for determining the interest rate on tax-exempt borrowings were equal to 1.0.

The outstanding principal amount of the Bonds shall bear interest from and including the Original Issue Date until payment of the entire principal amount thereof shall have been made as provided in the Bond Financing Agreement, payable on each Interest Payment Date, at a rate per annum (subject to adjustment as provided in the Bond Financing Agreement) equal to (i) during the period from, and including, the Original Issue Date to, but not including, the initial Reset Date, the Initial Interest Rate, and (ii) during any Reset Period, at the Fixed Rate for such Reset Period or the Floating Rate in effect from time to time during such Reset Period, as selected by the Borrower or otherwise established pursuant to the Bond Financing Agreement. Upon the occurrence of a Taxable Event, the interest rate on the Bonds shall, subject to the conditions described in the Bond Financing Agreement, be converted to a rate equal to the Taxable Rate then in effect. Upon the occurrence and during the continuance of an Event of Default under the Bond Financing Agreement, the interest rate on the Bonds shall, effective on the date of such Event of Default, be converted to a rate equal to the lesser of (i) 25 percent per annum or (ii) the Initial Interest Rate, Floating Rate, Fixed Rate or Taxable Rate, as then applicable, plus 6 percent per annum. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

The Bonds shall be issuable as a single fully registered bond in the denomination of the entire principal amount thereof, and when issued, will be registered in the name of the Purchaser. The Bonds and the interest thereon shall be transferable by and shall be payable to the registered owner thereof in the manner and with the effect provided in the Bond Financing Agreement. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the designated office of the Purchaser.

The Bonds shall be dated as of the Original Issue Date and issued in the form set forth in the Bond Financing Agreement, with such insertions therein as shall be necessary to comply with the terms of this resolution and with such corrections therein, if any, as bond counsel may require for conformity with the terms of this resolution, the Bond Financing Agreement and the Act.

Section 4. Execution of Bonds.

The Bonds shall be executed on behalf of the City by the Mayor under the official seal of the City attested by its City Clerk and countersigned by its City Comptroller. The signatures of the Mayor, the City Clerk and the City Comptroller may be manual or facsimile. The official seal may be actually impressed or imprinted or may be reproduced thereon by facsimile.

Section 5. Bonds as Limited Obligations.

The Bonds and interest thereon shall never be or be considered a general obligation of the City or an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 6. Source of Payment; Pledge of Revenues.

The Bonds shall be limited obligations of the City payable by it solely from revenues and income derived by or for the account of the City from or for the account of the Borrower pursuant to the terms of the Promissory Note and the

Bond Financing Agreement; including, without limitation, (i) all payments by the Borrower on the Promissory Note or pursuant to the terms in the Bond Financing Agreement, and (ii) all amounts derived by recourse to the collateral as described in the Bond Financing Agreement; but excluding any amounts derived by the City for its own account pursuant to the terms in the Bond Financing Agreement.

As security for the payment of the principal of, premium, if any, and interest on the Bonds, the City shall pledge and assign to the Purchaser all of its right, title and interest in and to the Promissory Note and the Bond Financing Agreement, except for its rights to receive and enforce payment of certain taxes, expenses and indemnity payments from the Borrower as set forth in the Bond Financing Agreement.

Section 7. Redemption of Bonds Prior to Maturity.

The Bonds shall be subject to optional and mandatory redemption prior to maturity as provided in the Bond Financing Agreement. Notice of any redemption of the Bonds prior to stated maturity shall be given in the manner provided in the Bond Financing Agreement.

Section 8. Determination of Revenue Payment.

The amount necessary in each year to pay the principal of, premium, if any, and interest on the Bonds is the sum of (i) the amount of principal installments due in such year in accordance with the Bond Financing Agreement, as reduced from time to time by reason of prior redemptions; plus (ii) the principal amount of the Bonds to be redeemed in such year in accordance with a call for redemption made in accordance with the Bond Financing Agreement, plus the premium, if any, payable with respect thereto; plus (iii) the amount of interest on the Bonds becoming due in such year in accordance with paragraph 3 of this resolution and the Bond Financing Agreement.

In expressing the Borrower's obligation to make the necessary revenue payments, it shall suffice herein and in the Bond Financing Agreement to state that the Borrower shall be obligated to pay the City (or the Purchaser for the account of the City) amounts sufficient to pay, when due, the principal of, premium, if any, and interest on the Bonds.

The Bond Financing Agreement contains provisions, adequate in the judgment of the Governing Body, requiring the Borrower to provide for the maintenance of the Project and the carrying of all proper insurance with respect thereto. Consequently, the Borrower need not be required to pay amounts into any reserve funds for the retirement of the Bonds or for the maintenance of the Project.

Section 9. Award of Bonds; Execution and Delivery of the Bond Financing Agreement.

The Borrower has negotiated for the sale of the Bonds to the Purchaser in installments from time to time as provided in the Bond Financing Agreement at a price of 100 percent of the principal amount thereof. Given the purposes of the financing and the involvement of the City therewith, it is the determination of the Governing Body that the Bonds shall be hereby awarded to the Purchaser at the price aforesaid with delivery to follow in the manner, at the time and subject to the conditions set forth in the Bond Financing

Agreement. As evidence thereof, the Mayor, the City Clerk and the City Comptroller are hereby authorized and directed for and in the name of the City to execute, affix with the official seal of the City and deliver the Bond Financing Agreement, a copy of which is attached to this Common Council File, and in substantially the form presented herewith, or with such insertions therein or corrections thereto as shall be approved by the Mayor and the City Clerk consistent with this resolution and the terms of the Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 10. Execution and Delivery of the Tax Agreement and the Assignment of the Promissory Note.

The terms and provisions of the Tax Agreement and the Promissory Note are hereby approved. The Mayor, the City Clerk and the City Comptroller are hereby authorized for and in the name of the City to execute, affix with the official seal of the City and deliver the Tax Agreement and the assignment of the Promissory Note in the respective forms thereof, or with such insertions therein or corrections thereto as shall be approved by the Mayor, the City Clerk and the City Comptroller consistent with this resolution and the terms of the Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 11. Execution and Delivery of the Bonds.

The Mayor, the City Clerk and the City Comptroller are hereby authorized for and in the name of the City to execute the Bonds in the manner authorized by paragraph 4 of this resolution. Subject to the terms and conditions of the Bond Financing Agreement, the City shall deliver the Bonds to the Purchaser against the initial payment of the purchase price therefor.

Section 12. Designation of Registrar, Authenticating Agent and Determination Agent.

The City hereby designates and appoints TCF National Bank to perform the functions of the bond registrar and authenticating agent under the Bond Financing Agreement and to perform the interest rate determination functions under the Bond Financing Agreement with respect to the Floating Rate. The City hereby finds that the Purchaser is qualified to act as such agent.

Section 13. General Authorizations.

The Mayor, the City Clerk, the City Comptroller and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, publish, file and record such other documents, instruments, notices (including Internal Revenue Service Form 8038) and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with and perform the obligations of the City under the Bonds and the Bond Financing Agreement.

In the event that the Mayor, the City Clerk or the City Comptroller shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Bonds, the Bond Financing Agreement, the Tax Agreement or the assignment of the Promissory Note), such duties shall be performed by the

officer or official succeeding to such duties in accordance with law and the ordinances of the City.

Section 14. Publication of Notice.

Notice of the sale of the Bonds, in the form of Exhibit A, a copy of which is attached to this Common Council File, shall be published forthwith in the City's official newspaper (for the publication of notices under Chapter 985 of the Wisconsin Statutes) as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The City Clerk shall obtain proof, in affidavit form, of such publication, and shall compare the Notice, as printed, with Exhibit A to ascertain that no mistakes have been made therein.

Section 15. Election.

The City hereby elects to have the provisions of Section 144(a)(4) of the Internal Revenue Code of 1986, as amended, applied to the issuance of the Bonds.

Section 16. Effective Date; Conformity.

This resolution shall be effective immediately upon its adoption and approval. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them into conformity with this resolution.

..Drafter
DCD:JS:js
09/09/11

EXHIBIT A

[Form of Notice to be Published by the City Clerk]

NOTICE TO ELECTORS OF THE
CITY OF MILWAUKEE, WISCONSIN
RELATING TO BOND SALE

On September 20, 2011, pursuant to Section 66.1103 of the Wisconsin Statutes, a resolution was offered, read, adopted and approved whereby the City of Milwaukee, Wisconsin authorized the borrowing of money and entered into a contract to sell its Industrial Development Revenue Refunding Bond, Series 2011 (R&B Wagner, Inc. Project) in the principal amount of \$2,615,000. It is anticipated that the closing of the bond financing will be on or about September 23, 2011. A copy of all proceedings had to date with respect to the authorization and sale of said bond financing is on file and may be examined in the Office of the City Clerk, at 200 East Wells Street, Milwaukee, Wisconsin.

This Notice has been authorized by the Common Council of the City and is given pursuant to Section 893.77(2), Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such bond financing, for other than constitutional reasons, must be commenced within 30 days after the publication of this Notice.

/s/Ronald D. Leonhardt
City Clerk

Publication Date: September __, 2011



Legislation Details (With Text)

File #: 110556 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to application for a Performing Arts Collection Digitization Grant.

Sponsors: THE CHAIR

Indexes: GRANTS, PUBLIC LIBRARY

Attachments: Grant Analysis Form, Fiscal Impact Statement

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110556
Version
ORIGINAL

Reference

Sponsor
THE CHAIR

Title
Resolution relative to application for a Performing Arts Collection Digitization Grant.

Analysis
This resolution authorizes the Milwaukee Public Library to apply for a Performing Arts Collection Digitization Grant from the National Endowment for the Humanities. The purpose of the project is to convert 63,000 pages of unique Milwaukee Historic Arts Collection from paper format to a computerized database.

Body
Whereas, The City of Milwaukee appears to be eligible for grant funds from the National Endowment for the Humanities to convert 63,000 pages of unique Milwaukee Historic Arts Collection from paper format to a computerized database; now, therefore be it

Resolved, By the Common Council of the City of Milwaukee, that application to the National Endowment for the Humanities is authorized.

Requestor
Library Board
Drafter
TS:WPL:jj

08/25/11

GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: LIBRARY BOARDContact Person & Phone No: CHRISTINE ARKENBERG, 286-3023

Category of Request

 New Grant Grant Continuation Change in Previously Approved Grant

Previous Council File No. _____

Previous Council File No. _____

Project/Program Title: Milwaukee Historic Performing Arts Collection (MHPAC) Digitization ProjectGrantor Agency: National Endowment for the HumanitiesGrant Application Date: July 20, 2011Anticipated Award Date: March, 2012

1. Description of Grant Project/Program (Include Target Locations and Populations):
The collection includes 63,000 pages of unique and fragile items including 10% German language materials. Materials common to other previously digitized collections will not be included. Items in the public domain, from the mid 1800's to 1977 have been selected. The items will be digitized and made available through www.mpl.org, with the collection remaining available at MPL.
2. Relationship to City-Wide Strategic Goals and Departmental Objectives:
Meets the City's goal to enhance the value of Milwaukee including the connectedness of its people and the City self vision that encompasses a flourishing culture recognized for its arts and museums. Relates to the Library's goals to preserve, enhance and transform the MPL collections and services to effectively respond to changing communities and to emerging technologies.
3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):
The complexity and scope of the collection requires substantial support for scanning, creation of text, proofreading, creation of metadata and uploading of items. Additional hardware and software is also needed.
4. Results Measurement/Progress Report (Applies only to Programs):
5. Grant Period, Timetable and Program Phase-Out Plan:
April, 2012 through March, 2015.
6. Provide a list of Subgrantees:
7. If Possible, complete Grant Budget Form and attach to back.



City of Milwaukee Fiscal Impact Statement

A	Date <u>8/25/2011</u> File Number <u>110556</u> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Substitute
	Subject <u>Resolution relative to application for a Performing Arts Collection Digitization Grant.</u>

B	Submitted By (Name/Title/Dept./Ext.) <u>Taj Schoening, Library Business Operations Manager, Library Board, 286-3024</u>
----------	--

C	This File	<input type="checkbox"/> Increases or decreases previously authorized expenditures.
		<input type="checkbox"/> Suspends expenditure authority.
		<input type="checkbox"/> Increases or decreases city services.
		<input type="checkbox"/> Authorizes a department to administer a program affecting the city's fiscal liability.
		<input type="checkbox"/> Increases or decreases revenue.
		<input type="checkbox"/> Requests an amendment to the salary or positions ordinance.
		<input type="checkbox"/> Authorizes borrowing and related debt service.
		<input type="checkbox"/> Authorizes contingent borrowing (authority only).
		<input type="checkbox"/> Authorizes the expenditure of funds not authorized in adopted City Budget.

D	Charge To	<input type="checkbox"/> Department Account	<input type="checkbox"/> Contingent Fund
		<input type="checkbox"/> Capital Projects Fund	<input type="checkbox"/> Special Purpose Accounts
		<input type="checkbox"/> Debt Service	<input checked="" type="checkbox"/> Grant & Aid Accounts
		<input type="checkbox"/> Other (Specify) _____	

E	Purpose	Specify Type/Use	Expenditure	Revenue
	Salaries/Wages		\$0.00	\$0.00
			\$0.00	\$0.00
	Supplies/Materials		\$0.00	\$0.00
			\$0.00	\$0.00
	Equipment		\$0.00	\$0.00
			\$0.00	\$0.00
	Services		\$0.00	\$0.00
			\$0.00	\$0.00
	Other		\$0.00	\$0.00
			\$0.00	\$0.00
	TOTALS		\$ 0.00	\$ 0.00

F

Assumptions used in arriving at fiscal estimate. _____

G

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.

- | | | |
|------------------------------------|------------------------------------|-------|
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |

H

List any costs not included in Sections D and E above. _____

I

Additional information. _____

J

This Note Was requested by committee chair.



Legislation Details (With Text)

File #: 110559 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to application, acceptance and funding of a Talking Book and Braille Library Grant.

Sponsors: THE CHAIR

Indexes: PUBLIC LIBRARY, STATE GRANTS

Attachments: Grant Analysis Form, Operating Grant Budget Form, Fiscal Impact Statement

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110559
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution relative to application, acceptance and funding of a Talking Book and Braille Library Grant.

Analysis
This resolution authorizes the Milwaukee Public Library to apply for, accept and fund a Talking Book and Braille Library Grant project from the Wisconsin Department of Public Instruction in the amount of \$968,700. The purpose of the project is to serve the visually and physically handicapped of the state by providing reading material on cassette tapes, braille books and digital talking books.

Body
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Wisconsin Department of Public Instruction to serve the visually and physically handicapped of the state by providing reading material on cassette tapes, braille books and digital talking books; and

Whereas, The operation of this grant from 07/01/11 to 06/30/12 would cost \$968,700 of which \$968,700 (100%) would be provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin is authorized and the Milwaukee Public Library shall accept this grant without further approval unless the terms of the grant change as indicated in Section 304-81, Milwaukee Code of Ordinances; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2011 Special Revenue--Grant and Aid Projects Fund, the following amounts for the project titled Talking Book and Braille Library:

<u>Proj/Grant</u>	<u>Fund</u>	<u>Org</u>	<u>Program</u>	<u>BuYr</u>
GR0001100000	0150	9990	0001	0000
<u>Subclass</u>	<u>Acct</u>	<u>Project</u>	<u>Amount</u>	
R999	000600	Grantor Share	\$968,700	

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project Level values; budget to these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project values; and, be it

Further Resolved, That these funds are budgeted for Milwaukee Public Library which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Expend from the 2011 grant budget funds for specific items of equipment;
3. Expend from the 2011 grant budget funds for training and out-of-town travel by departmental staff.
4. Enter into subcontracts and leases as detailed in the grant budget.

Requestor
LIBRARY BOARD
Drafter
TS-WPL / jj
08/25/11

GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: LIBRARY BOARDContact Person & Phone No: CHRISTINE ARKENBERG, 286-3023

Category of Request

 New Grant Grant Continuation Change in Previously Approved GrantPrevious Council File No. 100570

Previous Council File No. _____

Project/Program Title: Talking Book and Braille LibraryGrantor Agency: State of Wisconsin Department of Public InstructionGrant Application Date: N/AAnticipated Award Date: August 2011

1. Description of Grant Project/Program (Include Target Locations and Populations):

The Wisconsin Talking Book and Braille Library is funded by the State of Wisconsin in order to provide library services to the physically and visually impaired throughout Wisconsin. Since the early 1970s, these funds have provided for all personnel, equipment (including technology), and services required to deliver services to the target population.

2. Relationship to City-Wide Strategic Goals and Departmental Objectives:

City-wide goals include enhancing the skills necessary to allow students to graduate from high school with the knowledge required to obtain a job, pursue additional education and training, or attend college. This grant will provide library services, which are not available from any other source, to visually and physically handicapped city residents of all ages.

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

The staff, equipment, and services required to deliver the specified services are funded by the grant.

4. Results Measurement/Progress Report (Applies only to Programs):

N/A

5. Grant Period, Timetable and Program Phase-Out Plan:

This grant period conforms to the State fiscal year July 1, 2011 to June 30, 2012.

6. Provide a list of Subgrantees:

7. If Possible, complete Grant Budget Form and attach to back.

CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM TITLE: Talking Book and Braille Library

PROJECT/PROGRAM YEAR: 2011-12

CONTACT PERSON: Christine Arkenberg, 286-3023

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE/ UNITS	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Management Librarian (FT)	7	\$69,383			\$69,383
	1	Librarian III (FT)	557	\$45,890			\$45,890
	1	Librarian II (FT)	544	\$44,514			\$44,514
	1	Library Services Assistant (FT)	504	\$35,835			\$35,835
	1	Office Assistant II (FT)	410	\$29,322			\$29,322
	2	Audio Machine Technician (FT)	425	\$71,747			\$71,747
	4	Library Circulation Assistant I (FT)	406	\$127,614			\$127,614
	1	Circulation Aide (1000 Hrs.)	906	\$8,744			\$8,744
	3	Library Reference Assistant (FT)	504	\$117,298			\$117,298
		TOTAL PERSONNEL COSTS		\$550,347			\$550,347
		FRINGE BENEFITS					
		TOTAL FRINGE BENEFITS		\$275,173			\$275,173
		OPERATING EXPENDITURES					
		General Office & Operating Supplies		\$30,300			\$30,300
		Marketing / Outreach		\$15,355			\$15,355
		Miscellaneous Services		\$3,300			\$3,300
		Braille Books ©		\$19,500			\$19,500
		Postage		\$2,225			\$2,225
		Telephone and Photocopy		\$9,250			\$9,250
		Staff Travel / Development		\$15,500			\$15,500
		Computer Maintenance		\$37,500			\$37,500
		TOTAL OPERATING EXPENDITURES		\$132,930			\$132,930

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE/ UNITS	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		EQUIPMENT					
		Library Materials	LOT	\$4,000			\$4,000
		Computers, etc.	8	\$6,250			\$6,250
		TOTAL EQUIPMENT		\$10,250			\$10,250
		INDIRECT COSTS					
		TOTAL INDIRECT COSTS					
	15	TOTAL COSTS		\$968,700			\$968,700



City of Milwaukee Fiscal Impact Statement

A **Date** 8/25/2011 **File Number** 110559 **Original** **Substitute**
Subject Resolution relative to application, acceptance and funding of a Talking Book and Braille Library Grant.

B **Submitted By (Name/Title/Dept./Ext.)** Taj Schoening, Business Operations Manager, Library Board, 286-3024

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 **Charge To**

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

	Purpose	Specify Type/Use	Expenditure	Revenue
E	Salaries/Wages		\$0.00	\$0.00
			\$0.00	\$0.00
	Supplies/Materials		\$0.00	\$0.00
			\$0.00	\$0.00
	Equipment		\$0.00	\$0.00
			\$0.00	\$0.00
	Services		\$0.00	\$0.00
			\$0.00	\$0.00
	Other		\$968,700.00	\$968,700.00
			\$0.00	\$0.00
	TOTALS		\$968,700.00	\$968,700.00

FAssumptions used in arriving at fiscal estimate. Departmental Estimates**G**

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.

 1-3 Years 3-5 Years

 1-3 Years 3-5 Years

 1-3 Years 3-5 Years

H

List any costs not included in Sections D and E above. _____

I

Additional information. _____

JThis Note Was requested by committee chair.



Legislation Details (With Text)

File #: 110560 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to the application, acceptance and funding of an Interlibrary Services Grant.

Sponsors: THE CHAIR

Indexes: PUBLIC LIBRARY, STATE GRANTS

Attachments: Grant Analysis Form, Operating Grant Budget, Fiscal Impact Statement

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110560
Version
ORIGINAL

Reference

Sponsor
THE CHAIR

Title
Resolution relative to the application, acceptance and funding of an Interlibrary Services Grant.

Analysis
This resolution authorizes the Milwaukee Public Library to apply for, accept and fund an Interlibrary Services Grant from the Wisconsin Department of Public Instruction and the Milwaukee County Federated Library System (MCFLS) in the amount of \$86,715. The purpose of the project is to provide for the loan of library materials to other libraries in the State of Wisconsin in answer to specific requests. The project also provides for the request of materials not available in Milwaukee County libraries for MCFLS members.

Body
Whereas, The City of Milwaukee appears to be eligible for grant funds from the Wisconsin Department of Public Instruction and MCFLS for the loan of library materials to and from other libraries in the State of Wisconsin in answer to specific requests; and

Whereas, The operation of this grant from 07/01/11 to 06/30/12 would cost \$86,715 of which \$86,715 (100%) would be provided by the grantor; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin is authorized and the Milwaukee Public Library shall accept this grant without further approval unless the terms of the grant change as indicated in Section 304-81, Milwaukee Code of Ordinances; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2011 Special Revenue--Grant and Aid Projects Fund, the following amounts for the project titled Interlibrary Services Grant:

<u>Proj/Grant</u>	<u>Fund</u>	<u>Org</u>	<u>Program</u>	<u>BuYr</u>
GR0001100000	0150	9990	0001	0000
<u>Subclass</u>	<u>Acct</u>	<u>Project</u>		<u>Amount</u>
R999	000600	Grantor Share		\$86,715

2. Create the necessary Special Revenue Fund - Grant and Aid Project/Grant and Project Level values; budget to these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project values; and, be it

Further Resolved, That these funds are budgeted for Milwaukee Public Library which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date;

2. Expend from the 2011 grant budget funds for specific items of equipment;

3. Expend from the 2011 grant budget funds for training and out-of-town travel by departmental staff.

; and, be it

Further Resolved, That the Common Council directs that the 2011 Positions Ordinance, C.C. File 100414 should be amended as follows:

LIBRARY BOARD
CENTRAL LIBRARY SERVICES DECISION UNIT
Interlibrary Services Grant

Add:

(1) Library Circulation Aide (0.56 FTE) (H)

Delete:

(1) Library Circulation Assistant I (0.50 FTE) (H)

and, amend footnote (H) as follows:

To expire 06/30/12 unless the Interlibrary Services Grant, available from the Wisconsin Department of Public Instruction, is extended. Positions are authorized only as reflected in the grant agreements as approved by the Grantor Agencies.

Requestor
LIBRARY BOARD
Drafter
TS-WPL / jj
08/25/11

GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: LIBRARY BOARD

Contact Person & Phone No: KATHRYN MLSNA, 286-3050

Category of Request

New Grant

Grant Continuation

Change in Previously Approved Grant

Previous Council File No. 100569

Previous Council File No. _____

Project/Program Title: Interlibrary Loan Services

Grantor Agency: State of Wisconsin Department of Public Instruction and Milwaukee County Federated Library System (MCFLS)

Grant Application Date: N/A Anticipated Award Date: August 2011

1. Description of Grant Project/Program (Include Target Locations and Populations):

The Interlibrary Services grant provides staff and equipment to receive, retrieve, and distribute requests from State residents for library materials from the Milwaukee Public Library collection. Under the provisions of this grant, Milwaukee area users may also obtain materials from other libraries in the state if these materials are unavailable in Milwaukee area library collections.

2. Relationship to City-Wide Strategic Goals and Departmental Objectives:

City goals support providing information and resources that enhance city residents' ability to get jobs, additional education or training, or attend college. Materials made available to city residents under this grant may be used for these purposes.

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

The grant fully funds the staff and other operating costs required to provide the specified services.

4. Results Measurement/Progress Report (Applies only to Programs):

N/A

5. Grant Period, Timetable and Program Phase-Out Plan:

The grant period runs from July 1, 2011 – June 30, 2012.

6. Provide a list of Subgrantees:

7. If Possible, complete Grant Budget Form and attach to back.

CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM TITLE: Interlibrary Loan Services

PROJECT/PROGRAM YEAR: 2011-12

CONTACT PERSON: Kathryn Mlsna, 286-3050

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE/ UNITS	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		PERSONNEL COSTS					
	1	Library Reference Assistant (FT)	504	\$40,836			\$40,836
1		Library Circulation Aide (0.56)	906	\$9,460			\$9,460
		TOTAL PERSONNEL COSTS		\$50,296			\$50,296
		FRINGE BENEFITS					
		TOTAL FRINGE BENEFITS		*\$32,119			\$32,119
		*Rate based on experience.					
		OPERATING EXPENDITURES					
		General Office and Operating Supplies		\$700			\$700
		Travel and Subsistence		\$500			\$500
		Photo Reproduction		\$100			\$100
		Telephone		\$350			\$350
		Postage		\$2,000			\$2,000
		TOTAL OPERATING EXPENDITURES		\$3,650			\$3,650
		EQUIPMENT					
		Library Materials	Lot	\$150			\$150
		Computer, etc.	1	\$500			\$500
		TOTAL EQUIPMENT		\$650			\$650

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE/ UNITS	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXISTING						
		INDIRECT COSTS					
		TOTAL INDIRECT COSTS					
1	1	TOTAL COSTS		\$86,715			\$86,715



City of Milwaukee Fiscal Impact Statement

A **Date** 8/25/2011 **File Number** 110560 **Original** **Substitute**
Subject Resolution relative to application, acceptance, and funding for the Interlibrary Services Grant.

B **Submitted By (Name/Title/Dept./Ext.)** Taj Schoening, Business Operations Manager, Library Board, 286-3024

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 **Charge To**

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

	Purpose	Specify Type/Use	Expenditure	Revenue
E	Salaries/Wages		\$0.00	\$0.00
			\$0.00	\$0.00
	Supplies/Materials		\$0.00	\$0.00
			\$0.00	\$0.00
	Equipment		\$0.00	\$0.00
			\$0.00	\$0.00
	Services		\$0.00	\$0.00
			\$0.00	\$0.00
	Other		\$86,715.00	\$86,715.00
			\$0.00	\$0.00
	TOTALS		\$86,715.00	\$86,715.00

F

Assumptions used in arriving at fiscal estimate. Departmental Estimates

G

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.

- | | | |
|------------------------------------|------------------------------------|-------|
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |

H

List any costs not included in Sections D and E above. _____

I

Additional information. _____

J

This Note Was requested by committee chair.



Legislation Details (With Text)

File #: 110609 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to application for a Bridging the Reading Gap through Summer Outreach Grant.

Sponsors: THE CHAIR

Indexes: PUBLIC LIBRARY, STATE GRANTS

Attachments: Grant Analysis Form, Fiscal Impact Statement

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110609
Version
ORIGINAL

Reference

Sponsor
THE CHAIR

Title
Resolution relative to application for a Bridging the Reading Gap through Summer Outreach Grant.

Analysis
This resolution authorizes the Milwaukee Public Library to apply for a Bridging the Reading Gap through Summer Outreach Grant from the State of Wisconsin Department of Public Instruction. The purpose of the project is to support educators to work with children who have been identified at the greatest need for literacy enrichment.

Body
Whereas, The City of Milwaukee appears to be eligible for grant funds from the State of Wisconsin Department of Public Instruction to support educators to work with children who have been identified at the greatest need for literacy enrichment; now, therefore be it

Resolved, By the Common Council of the City of Milwaukee, that application to the State of Wisconsin Department of Public Instruction is authorized.

Requestor
Library Board
Drafter
TS:WPL:jj

08/25/11

GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Library BoardContact Person & Phone No: Kelly Hughbanks, 286-3078

Category of Request

 New Grant Grant Continuation

Previous Council File No. _____

 Change in Previously Approved Grant

Previous Council File No. _____

Project/Program Title: Bridging the Reading Gap through Summer Outreach GrantGrantor Agency: State of Wisconsin Department of Public InstructionGrant Application Date: September 16, 2011Anticipated Award Date: January, 2012

1. Description of Grant Project/Program (Include Target Locations and Populations):

The library is requesting funds to support educators to work with children who have been identified at the greatest need for literacy enrichment over the summer of 2012. The educators will have weekly contact with these children at their summer camps and share a love of books to spark a passion for reading in the children. The educators will also inform the children about the resources at the library. Each location will receive a collection of library books for use over the summer.

2. Relationship to City-Wide Strategic Goals and Departmental Objectives:

A. City-Wide:

1. Foster an environment that will focus on the educational needs of children.
2. Improve the literacy rate.
3. Expand support services to youth and single-parent households.
4. Support and build the capacity of programs that address the needs of youth families.

B. Library:

1. Expand outreach efforts to child serving agencies in the community.
2. Expand and diversify collections, particularly to target customer groups.
3. Strengthen literacy efforts.
4. Promote Milwaukee Public Library collections and resources through collaborations and programs.
5. Increase the number of library cardholders and card users in targeted groups.
6. Expand training for all staff.
7. Promote the library's services, resources and benefits to increase community awareness, usage and support.
8. Target neighborhood groups, churches, nursing homes, and community-based organizations to strengthen or forge partnerships and collaborations.

3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

The city of Milwaukee has one of the lowest fourth grade reading scores in the country. A variety of factors contribute to this, including reading loss over summer breaks. Intervention is needed to reduce the summer reading gap and improve reading scores of our children.

4. Results Measurement/Progress Report (Applies only to Programs):

Results will be measured by the outcomes of attitude changes through surveys. Time spent reading, the number of books checked out and the number of visits by the educator will be recorded.

5. Grant Period, Timetable and Program Phase-Out Plan:

January, 2012 – December 31, 2012

6. Provide a list of Subgrantees:

7. If Possible, complete Grant Budget Form and attach to back.



City of Milwaukee Fiscal Impact Statement

A **Date** 8/25/2011 **File Number** 110557 **Original** **Substitute**
Subject Resolution relative to application for a Bridging the Reading Gap through Summer Outreach Grant.

B **Submitted By (Name/Title/Dept./Ext.)** Taj Schoening, Library Business Operations Manager, Library Board, 286-3024

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 **Charge To**

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

E

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$0.00	\$0.00
		\$0.00	\$0.00
Supplies/Materials		\$0.00	\$0.00
		\$0.00	\$0.00
Equipment		\$0.00	\$0.00
		\$0.00	\$0.00
Services		\$0.00	\$0.00
		\$0.00	\$0.00
Other		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$ 0.00	\$ 0.00

F

Assumptions used in arriving at fiscal estimate. _____

G

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.

- | | | |
|------------------------------------|------------------------------------|-------|
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |
| <input type="checkbox"/> 1-3 Years | <input type="checkbox"/> 3-5 Years | _____ |

H

List any costs not included in Sections D and E above. _____

I

Additional information. _____

J

This Note Was requested by committee chair.



Legislation Details (With Text)

File #: 110662 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/1/2011 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication relating to the implementation of the Milwaukee Promise.

Sponsors: ALD. HAMILTON

Indexes: BUDGET, SOCIAL CONCERNS

Attachments:

Date	Ver.	Action By	Action	Result	Tally
9/1/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110662
Version
ORIGINAL
Reference

Sponsor
ALD. HAMILTON
Title
Communication relating to the implementation of the Milwaukee Promise.

Requestor

Drafter
CC-CC
jro
9/1/11

MILWAUKEE PROMISE

Initial Report to the Common Council
by the Legislative Reference Bureau

December 31, 2010

Report to the Common Council identifying funds subject to the terms of the Milwaukee Promise, and establishing metrics by which departmental progress in addressing poverty, disparity and inequality will be measured.

Last Updated: September 9, 2011



MEMORANDUM

LEGISLATIVE REFERENCE BUREAU

WWW.MILWAUKEE.GOV/LRB

To: The Honorable, The Common Council
From: Richard Pfaff, Manager
Date: September 9, 2011
Subject: Initial Report of the Milwaukee Promise

The Milwaukee Promise was added by amendment to the City's 2012 Adopted Budget to demonstrate a commitment by the City to be responsible and accountable in all expenditures related to poverty alleviation and unemployment reduction.

This initial report of the Milwaukee Promise to the Common Council identifies funds subject to the terms of the Milwaukee Promise as well as the quantifiable metrics to be used for evaluating progress in eliminating poverty, disparities and inequalities (PDI) throughout the City.

Funds Identified: The staff of the Legislative Reference Bureau collaborated with departments to identify funds subject to the terms of the Milwaukee Promise. This process identified over \$85.4 million in budget line items that contribute to the Milwaukee Promise, and under the terms of the Milwaukee Promise Charter, departments were given the opportunity to dispute the inclusion of specific line items or amounts.

Metrics Established: Departments were also asked to develop the specific quantifiable metrics to be used for evaluating progress in eliminating poverty, disparities and inequalities throughout the City.

Progress Reporting to be Required: Under the Milwaukee Promise, any City department, program or agency that receives funding for poverty-reduction or job-creation efforts—regardless of whether that funding is for salaries, operating expenditures, special funds, capital projects, special purpose accounts, etc.—is required to track the outcomes of these efforts and report on their overall success and accomplishments.

Capital Improvements

The following capital accounts, amounts and metrics have been submitted by individual departments relating to 2011 Budget Capital Accounts that are subject to the Milwaukee Promise:

Department of City Development

The 2011 Budget included \$30.6 million in capital funding for the Department of City Development (“DCD”), of which \$20.6 million has been identified by the department as subject to the terms of the Milwaukee Promise. Specific capital accounts, amounts and metrics are provided in Table 1.

Table 1. Capital Accounts Subject to Milwaukee Promise, DCD.

Accounts	Amount	Metrics
Neighborhood Commercial District Street Improvement Fund	\$250,000	Number of businesses impacted by streetscape projects. Number of blocks improved by streetscape projects.
Tax Increment District Borrowing Authorization	\$16,130,000	Number of acres redeveloped with TIF-financed projects. Number of jobs created and retained by TIF-financed projects. Dollar value of contracts awarded to Emerging Business Enterprises by TIF-financed projects. ¹ Number of RPP-eligible workers hired by TIF-financed projects. ¹

(Table 1 Continued)

Accounts	Amount	Metrics
Development Fund	\$1,500,000	<p>Number of acres redeveloped with Development Fund -financed projects.</p> <p>Number of jobs created and retained by Development Fund -financed projects.</p> <p>Number of façade grants provided to small businesses with Development Fund resources.</p>
Business Improvement District Loan Fund	\$250,000	<p>Number of businesses impacted by streetscape projects.</p> <p>Number of blocks improved by streetscape projects.</p>
Healthy Neighborhoods Initiative	\$200,000	<p>Number of designated Healthy Neighborhoods assisted by DCD staff.</p> <p>Number of Healthy Neighborhoods projects.</p> <p>Number of Community Improvement projects.</p> <p>Number of volunteers involved in Healthy Neighborhoods and Community Improvement projects.</p>
Riverwalk Accessibility Improvements	\$1,560,257	<p>Linear feet of Riverwalk made accessible to people with disabilities.</p> <p>Number of businesses impacted by Riverwalk accessibility improvements.</p> <p>Dollar value of contracts awarded to EBEs.</p>
Housing Infrastructure Preservation Fund	\$300,000	<p>Assessed value of properties preserved with HIPF resources.</p> <p>Square feet of building preserved through the use of HIPF resources.</p> <p>Dollar value of contracts awarded to EBEs.</p>
In rem Properties Repair Fund	\$200,000	<p>Number of properties repaired.</p> <p>Dollar value of contracts awarded to EBEs.</p>

¹Figures kept by DPW for TIF-funded infrastructure work, and kept by DOA-EBE office for TIF-funded private investment subject to human resources agreements

Health Department

Account: Health Facilities Capital Projects.

Amount: The 2011 Budget includes \$110,000 in funding for these projects. The Health Department proposes that \$75,000 of this amount is subject to the terms of the Milwaukee Promise. Funding will be used for security and safety upgrades which will have a direct impact on Health Department clients.

Metrics: Number of incidents and accidents reported by clients at the Health Center; a summary of the type of incidents will be provided.

Library

Account: The funding will be used to begin developing the East Library property with the goal of building a mixed-use facility that will house a new library on the first floor.

Amount: The 2011 Budget includes \$2 million for the Library Initiative, the entirety of which is subject to the terms of the Milwaukee Promise.

Metrics: The Library has proposed both operational and construction metrics for this project.

Operational metrics for the facility will include the number of public hours, number of customers, number of library cards issued, circulation, and number of computer hours used. The library is scheduled to open in fall of 2013 and reporting of operational metrics will begin at that time.

Construction-related metrics include compliance with the Emerging Business Enterprise Program. The Library will furnish copies of monthly EBE Participation Reports. These reports will include the number of EBEs used, the

dollar amount paid to EBEs each month and the percentage of the total contract paid to EBEs. Because of the extended nature of the project, the use of and payment to emerging businesses may not be consistent from month to month.

The objective is compliance with EBE participation goals over the life of the contract. In addition, the Library will report on the number of local businesses used in fulfillment of this contract and compliance with prevailing wage requirements.

Police Department

Account: Police Administration Building Remodeling Project. The funding will be used to begin the first phase of the project which will include the construction of external HVAC shafts to replace internal shafts which are partially collapsed and contaminated with asbestos.

Amount: The 2011 Budget includes \$3.8 million for remodeling the Police Administration Building. This entire amount will be subject to the terms of the Milwaukee Promise.

Metrics: The Police Department has proposed using EBE participation rates as a metric for this project.

Department of Public Works – Infrastructure Services

Accounts: Specific capital accounts, amounts and metrics are provided in Table 2.

Amounts: The 2011 Budget provides \$124.6 million in capital funding for various capital accounts within the Department of Public Works - Infrastructure Services Section. Of that amount, \$10 million in transportation and building programs were identified as being subject to the terms of the Milwaukee Promise.

Metrics: Many of these accounts utilize outside contractors or consultants to facilitate improvements to City infrastructure and buildings. These contracts are subject to the requirements of the Emerging Business Enterprise Program, the Resident Preference Program and Local Business Enterprise Contracting Program.

Table 2. Capital Accounts Subject to Milwaukee Promise, DPW-Infrastructure.

Accounts	Amount	Metrics
Bridges	\$655,400	Number of contracts awarded to Emerging Business Enterprises. Dollar value of contracts awarded to Emerging Business Enterprises. Number of RPP-eligible workers hired. Number of jobs created and retained. Number of businesses impacted by street improvements. Number of blocks improved in the Community Development Block Grant area. Number of contracts awarded to local businesses. Dollar value of contracts awarded to local businesses. Compliance with prevailing wage requirements.
Paving	\$6,918,740	
Alleys	\$150,000	
Sidewalk Replacement	\$1,034,500	
City Hall Remodeling	\$5,000	
Recreational Facilities	\$151,000	
Facility Systems	\$61,500	
Environmental Remediation	\$15,000	
ADA Compliance	\$95,000	
Facilities Exterior Upgrades	\$92,340	
City Hall Foundation	\$632,000	
Municipal Garages	\$40,000	
ZMB Lower Parking	\$153,000	
Building Exterior Façade Restoration	\$38,540	

DPW did not provide specific metrics for each of the identified accounts. However, if reporting the metrics provided in Table 2, the impact of the funding in these accounts on PDI could be assessed.

Special Capital Projects

Account: Grant and Aid Special Capital Project account which provides budget authority for unanticipated capital grants that the City receives. This account is not designated for use by any specific department.

Amount: The 2011 Budget includes \$8 million in the Grant and Aid Special Capital Project account.

Metrics: Because of the nature of this account, it is impossible to develop meaningful metrics until actual grants and specific projects have been identified. Departments that utilize this capital account could report the extent to which their projects address PDI.

City Attorney

Table 3 indicates the accounts, amounts and metrics that were identified by the LRB in the City Attorney's 2011 Proposed Budget that are subject to the Milwaukee Promise.

Table 3. Accounts Subject to Milwaukee Promise, City Attorney's Office.

Account	Amount	Metrics
Community Prosecution Unit Personnel	130.1.11	Not established by department.
Fringe benefits related to above	130.3.3	

The LRB identified the Community Prosecution Unit (CPU) for inclusion because these staff members work to abate nuisance properties, eliminate known drug and gang houses, investigate problem licensed premises, and prosecute prostitution activity in conjunction with other departments and residents.

Proposed Exclusion: The department has requested that the CPU not be included in the Milwaukee Promise.

Reason: The Unit's main purpose does not include reducing poverty, disparity or inequality, nor does it address job creation. The role of the Unit is to provide legal advice, counsel and support to all City departments as they perform their duties. The City Attorney's Office believes that any indirect effect of the unit's work that may apply to the Milwaukee Promise is best measured by the subsequent work of the departments.

Comptroller

The following account, amount and metrics have been submitted by the Comptroller's Office as subject to the Milwaukee Promise:

Account: 2011 CDBG Accounting & Audit Services Activities.

Amount: The Comptroller's Office was awarded \$615,000 to operate the 2011 CDBG Accounting & Audit Services Activities. The major grant funding provided to support salaries of the Comptroller's Office staff charged with the oversight responsibilities is the Community Development Block Grant (CDBG).

Metrics: See Table 4.

Table 4. Metrics for Milwaukee Promise, Comptroller's Office.

Planned Project Activities	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Totals
Prepare Financial Statements and Single Audit Reports	1	1	1	0	3
Process and Correct Cost Reports for Sub-grantees	265	205	260	200	930
Process Miscellaneous Vouchers for City Operated Projects	550	600	625	725	2,500
Review OMB Circular A-133 Independent Audits	3	8	9	5	25
Perform Preliminary Reviews of Newly Funded Agencies	1	1	1	1	4
Perform Fiscal Site Reviews	8	12	13	12	45
Review Cost Allocation Plans	13	11	8	3	35

Although its functions provide no direct impact on the mission of the Milwaukee Promise, the Comptroller's Office facilitates the impact that other City departments and sub-recipients have by keeping the City financially compliant with federal regulations by achieving the following outcomes:

- Compliance with applicable Office of Management and Budgets (OMB) Circulars and Generally Accepted Accounting Principles (GAAP).
- Compliance with laws, regulations and requirements established by the granting agencies and City policy guidelines.
- Reduce material weaknesses and significant deficiencies in internal controls.
- Minimize questioned costs, thereby protecting the City's assets.
- Reduce fraud, waste and abuse of federal grant funds.

Various financial monitoring tools include the performance of the following activities are employed by the Comptroller's Office staff to achieve the outcomes identified above:

- Perform preliminary reviews for newly funded agencies to ensure that the financial management systems of the organizations are adequate for grant operations.
- Review, comment and follow-up on OMB Circular A-133 mandated Single Audits and Financial Statements of sub-grantee agencies.
- Perform fiscal site reviews of the approximately 100 community-based organizations that receive Federal and State agencies grant funds that are passed through the City, and make recommendations for improvement.
- Determine and monitor working capital cash advances to sub-recipients.
- Prepare Financial Statements and the Single Audit Report.
- Monitor, analyze and reconcile expenditure of grant funds by sub-recipients and participating City departments through the review and auditing of cost reports and payment vouchers.
- Review sub-recipients OMB Circular A-122 mandated cost allocation plans to ensure adequate allocation of indirect costs to the grants.

Department of Administration

Accounts/Amounts: Table 5 indicates the accounts and amounts that were identified by the LRB in the 2011 Proposed Budget for the Department of Administration (DOA) that are subject to the Milwaukee Promise.

Table 5. Accounts Subject to Milwaukee Promise, DOA.

Budget Line Nos.	Description	Rationale
110.14.6-12, 110.14.14-19	Community Development Grants Administration (21 positions)	These staff members oversee/manage or perform administrative tasks relating to the effective use of local, state and federal funds to assist lower-income families and targeted neighborhoods, and for blight removal in the City.
110.16.9	\$32,724 in fringe benefit expenses.	Same as above.
110.18.20-22	Emerging Business Enterprise Program (4 positions)	Staff members assist and protect the interests of emerging and small business concerns as well as promote and encourage competition in the City so emerging businesses may successfully compete in a free market, therefore reducing PDI.
110.20.9	\$93,441 in fringe benefit expenses for the positions identified above.	Same as above.
110.22.7	Intergovernmental Relations Division (1 position)	Staff is responsible for identifying and developing opportunities to the City's advantage, including policies and programs relating to the reduction of PDI.
110.23.10	\$49,896 in fringe benefit expenses for the position identified above.	Same as above.
500.1	\$12,591,600 – 2011 CDBG Entitlement Allocation	Funds are to be used to develop viable urban communities, which are directly related to alleviating PDI.

Proposed Exclusion: The department has requested that the Intergovernmental Relations Division (1 position) not be included in the Milwaukee Promise.

Reason: DOA does not believe that the programs and activities of the Intergovernmental Relations Divisions should be tracked based on metrics because IRD's role is to influence policies that affect the City's ability to thrive as an enterprise and it does not play a role in administering programs designed to create economic opportunity in an inclusive way for alleviating poverty, disparities and inequalities. The Department does believe that IRD works to influence and advance legislation at the state and federal level recommended by City departments, the Mayor and the Common Council consistent with the underlying goals of the Milwaukee Promise.

Proposed Inclusions, Other Programs

DOA has indicated the following projects and programs should be included in the Milwaukee Promise:

Connecting Milwaukee Communities: The project intends to reach economically vulnerable populations, such as at-risk children, seniors, Spanish speakers, and low-income families by focusing its efforts on areas of the city with higher poverty and unemployment rates.

Milwaukee Energy and Efficiency Program (ME2): Milwaukee Energy Efficiency Program, or Me², is a federally funded program to help City of Milwaukee homeowners and businesses finance energy efficiency upgrades to their properties. Me² makes it easy and affordable to make energy saving upgrades such as insulation, air sealing, new heating equipment and lighting. With Me², Milwaukeeans can pay for energy saving upgrades as they save on energy bills, in most cases with no money down. And Me² creates local jobs via a Community Workforce Agreement and improves the environment.

Milwaukee Energy, Economy and Environment Sustainability Manufacturing Program (ME3): A federally-sponsored technical assistance program for small- and medium-sized manufacturers that helps them cut costs by reducing energy use, water use, and producing less waste and pollution while more efficiently managing material and natural resource inputs of production.

Note: Connecting Milwaukee Communities and ME3 were being formed concurrent to the budget.

Metrics: Tables 6 and 7 indicates metrics for programs and activities identified by the DOA that are consistent with the goals of the Milwaukee Promise. The DOA has indicated that the programs and activities are designed to create economic opportunity for and improve the quality of life of residents in a manner that addresses the challenges of the City’s most economically vulnerable populations and neighborhoods.

Table 6. Metrics for Milwaukee Promise, DOA-Business Operations Division.

Programs	Metrics
<p>Emerging Business Enterprise (EBE) Program</p> <p>Local Business Enterprise (LBE) Contracting Program</p>	<p>Number of businesses certified.</p> <p>Number of jobs created as a result of revolving loans issued (reported to CDBG).</p> <p>Total/percentage of citywide contracting dollars awarded to EBE firms.</p> <p>Total/percentage of citywide contracting dollars awarded to local businesses.</p> <p>Number of apprentices hired on various development projects.</p> <p>Number of city residents hired on various development projects.</p> <p>Number and total dollar value of revolving loans issued.</p>

Table 7. Broad Metrics for Milwaukee Promise, DOA-All, except Business Operations Division.

Metrics		
Housing	Jobs and Training	Outreach
Number of household or units served.	Number of jobs created.	Number of people served
Number of people placed.	Number of people placed in jobs or jobs training programs.	
Number of jobs created.		
Programs		
<ul style="list-style-type: none"> • Brownfields Redevelopment • Center Street Library – Community Outreach & Technology Center • Code Enforcement Program • Community Prosecution Program • Community Prosecution Unit • Community Organizing/Crime Prevention Initiatives • Deferred Payment Loan Program • English-as-a-Second Language • Fair Housing Enforcement • Fair Housing: Public Education • Fair Lending • Graffiti Abatement Program 	<ul style="list-style-type: none"> • Home Rehab Loan Program • Homebuyer Counseling & Other Homebuyer Assistance Activities • Housing Accessibility Program • Housing Construction: New Construction • Housing Production: Acquire/Rehab/Sell • Job Placement, Job Training & Placement • Large Impact Development (LID) Program • Lead Based Paint Program • Neighborhood Improvement Program (NIP) • Milwaukee Fire Department-FOCUS • Milwaukee Main Streets Program • Minor Home Repair Program • NSP/Community Organizing 	<ul style="list-style-type: none"> • Owner-Occupied Rehabilitation • Safe and Sound Program • Safe and Sound Community Partners • Receivership Program • Rental Rehabilitation Loan Program • Retail Investment Fund (RIF) • Shelter & Supportive Services for Homeless • Special Economic Development and Business Assistance • Spot Acquisition • Summer Youth Internship • Tenant Assistance/Rent Abatement or Rent • Vacant Lot Maintenance-Demolition Program • Withholding Program • Youth Services

Department of City Development

Accounts/Amounts: Table 8 indicates the accounts and amounts that were identified by the LRB in the 2011 Proposed Budget for the Department of City Development (DCD) that are subject to the Milwaukee Promise.

Table 8. Accounts Subject to Milwaukee Promise, DCD.

Line Nos.	Description	Rationale
140.3.9-13	Office of the Commissioner (salary funding for 5 positions)	These staff members oversee/manage or perform other administrative tasks relating to the entire department, and one of the core missions of the entire department is to create jobs, reduce unemployment, alleviate poverty, etc.
140.3.17	Economic Development Division (salary funding for one position)	By its very nature, a division with this title must play a role in alleviating PDI.
140.3.20-24	Neighborhood & Business Development section (salary funding for 5 positions, 2 not funded)	These positions work to stimulate business and economic development in Milwaukee neighborhoods; therefore they are related to the reduction of PDI.
140.4.26-140.5.9	Housing Development section (salary funding for 17 positions)	These positions work to reduce or eliminate the disparate impacts of the foreclosure crisis, substandard housing, vacant housing, etc. on Milwaukee neighborhoods
140.7.14	\$802,953 in fringe benefit expenses for the positions identified above	Same as above.
140.8.26	Continuum of Care Grant special fund	This fund is related to the alleviation of PDI in that it supports an initiative (the Milwaukee Continuum of Care consortium) that works to serve the homeless and at-risk-of-homelessness and strives to ultimately end homelessness.
140.9.4	<i>In Rem</i> Property Management special fund	These funds will be used to maintain and market the growing number of City-owned <i>in rem</i> properties -- a problem that has a disparate impact on certain Milwaukee neighborhoods.

Proposed Exclusion: The department has requested that the Economic Development Division (salary and benefits for one position) not be included in the Milwaukee Promise.

Reason: Position is vacant and will not be filled; DCD plans to eliminate it in the 2012 Budget.

Proposed Exclusion: The department has requested that the Neighborhood & Business Development section (salary and benefits for 1 position).

Reason: One of the 3 funded positions, the Program Manager (Dwayne Edwards), has been transferred to DCD's Real Estate section to work on relocation of households displaced by MMSD's Kinnickinnic River flood abatement project.

Metrics: Table 9 indicates the metrics proposed by DCD for the remaining expenditures related to the Milwaukee Promise.

Table 9. Metrics for Milwaukee Promise, DCD.

Account	Metrics
Salary/benefits accounts, Office of the Commissioner	<p>Number of businesses supported by DCD activity.</p> <p>Number of jobs affected by DCD activity.</p> <p>Number of single-family home permits issued.</p> <p>Number of new affordable housing units constructed.</p> <p>Number of youth jobs created.</p> <p>Dollar value of private development investment leveraged by DCD activity.</p>
Salary/benefits accounts, Neighborhood & Business Development section	<p>Number of Main Street districts assisted.</p> <p>Number of Business Improvement Districts assisted.</p>
Salary/benefits accounts, Housing Development section	<p>Number of Targeted Investment Neighborhoods supported by DCD staff.</p> <p>Number of loans and grants made for home repair.</p> <p>Dollar value of loans and grants made for home repair.</p> <p>Number of units of foreclosed property purchased and renovated with NSP assistance.</p> <p>Dollar value of contracts awarded to M/W/D/EBEs for housing repair grants and loans.</p>
Continuum of Care Grant special fund	<p>Number of clients served by agencies that are members of the Continuum of Care.</p> <p>Dollar amount of federal grant funds awarded to the Continuum.</p>
<i>In Rem</i> Property Management special fund	<p>Number of <i>in rem</i> properties sold.</p> <p>Number of <i>in rem</i> properties managed.</p> <p>Assessed value of <i>in rem</i> properties returned to the tax roll as a result of sale.</p>

Department of Neighborhood Services

Account: Neighborhood Improvement Program (NIP). NIP contains 2 programs, the Code Enforcement Program and Housing Production Program.

Amount: All positions associated with the Neighborhood Improvement Program (NIP) are included in the Milwaukee Promise because this program serves low-income residents (owners and tenants) within the CDBG-defined area.

Metrics: Table 10 indicates the metrics proposed by DNS for expenditures related to the Milwaukee Promise--these will be tracked separately on the attached CDBG forms. Overall, the number of completed projects signed-off on for each program demonstrates the number of low-income properties that have received assistance in 2011.

Table 10. Metrics for Milwaukee Promise, DNS.

Program	Metrics
Code Enforcement Program	Number of inspections for code violations. Number of applications screened. Number of work scope/estimates prepared. Number of completed rehabilitation projects signed-off on.
Housing Production Program	Number of initial property surveys to evaluate scope of work. Number of interim Inspections and/or payment approvals. Number of authorized change orders and/or addendums. Number of completed new construction or rehabilitation. Projects signed-off on.

Additional Metrics:

Code Enforcement: Eight Code Enforcement positions (9 positions are authorized, but only 8 are funded for 2011) and a portion of the Supervisor that supervises them are included in the Milwaukee Promise. The positions are part of an internship program that provides entry-level positions to City residents. Ultimately, the measure of success of this program is in the successful hiring of City residents. The following measures will be tracked for individuals hired: home address, race and gender.

Nuisance Control: Five Nuisance Control Officer temporary positions are included in the Milwaukee Promise. The 5 positions are funded for maximum of 6 months per position (equivalent to 205 FTEs). The positions provide entry-level positions to City residents. Ultimately, the measure of success is in the successful hiring of City residents. The following measures will be tracked for individuals hired: home address, race and gender.

Department of Public Works

The following account, amount and metrics have been submitted by the Department of Public Works as subject to the Milwaukee Promise:

Account: Diversity in Urban Forestry Program. The program is a job-training program targeted at disadvantaged city residents. The training mirrors that of the Urban Forestry Specialists training program and prepares participants for employment in the green industry.

Amount: Two positions associated with the Diversity in Urban Forestry program of Urban Forestry Specialist and one-half of the time of one Urban Forestry Crew Leader was identified as subject to the Milwaukee Promise. This is the second of a 2-year program funded by CDBG which will begin its second year in March of 2011.

Metrics: The measure of success of this program is job placement; however, the following metrics will also be tracked:

- Number of persons recruited.
- Number of persons actively in training.
- Number of persons completing training.
- Number of persons placed in employment.
- Number of persons attaining a TCIA Ground Operations Specialist Certificate of Completion.
- Number of persons attaining a TCIA Tree Climber Specialist Certificate of Completion.
- Number of persons attaining a Class B Commercial Driver's License.
- Number of persons completing the City of Milwaukee Final Written and Performance Examination.

Fire and Police Commission

The following account, amount and metrics have been submitted by the Fire and Police Commission as subject to the Milwaukee Promise:

Account: Citizen Complaint Processing and Resolution expenditures.

Amount: The Budget Office estimates that approximately \$300,000 will be expended to address citizen complaints during 2011.

Metrics: The Fire and Police Commission proposes that the total of all expenditures to process and resolve citizen complaints should be used as the most accurate measurement of the Commission's efforts related to the Milwaukee Promise.

Fire Department

The following accounts, amounts and metrics were identified by the LRB in the 2011 Proposed Budget for the Fire Department as subject to the Milwaukee Promise.

Accounts:

Budget Line Nos.	Description	Rationale
200.4.21	FOCUS and Fire Prevention Education	These funds are used to provide fire safety outreach and install fire detectors in low-income areas of the City.

Amounts: FOCUS is funded through the block grant program to offset personnel costs associated with firefighting personnel installing smoke detectors and smoke detector batteries through neighborhood canvassing following the occurrence of a structure fire within specific NSP areas identified in the department's annual block grant application program narratives.

Metrics: The FOCUS program is limited to the CDBG area and has an impact on reducing disparate impact pertaining to the risk of property loss and personal injury or death due to fires. Because the risk of fire is significantly correlated with the presence of poverty, and the absence of working smoke detectors is significantly correlated with fire deaths, the following metrics have been established:

- The number of working smoke detectors newly-installed or made functional (e.g., replacement of a battery) in a given year within the CDBG area.
- The estimated total of and year-to-year increase in the number of operational smoke detectors in one and two family residential units within the CDBG area.

Health Department

Accounts/Amounts: Total expenditures of \$16,167,299 for several allocation categories based on the department's 2011 Adopted Budget. Table 12 indicates the department's anticipated Milwaukee Promise expenditures for 2011 by Direct (provided by the department), and Overhead and Umbrella allocations calculated by the LRB.

Table 12. Accounts Subject to Milwaukee Promise, Health Department.

Health Dept. Allocations	Direct	Overhead	Umbrella	Total
Wages & Salaries Categories				
Administrative	\$0	\$144,052	\$0	\$144,052
Communications & Public Relations	0	72,460	0	72,460
Office of Violence prevention	0	0	235,426	235,426
Compliance & Finance Div.	0	26,599	0	26,599
Information Technology	0	40,543	0	40,543
Finance	0	123,177	0	123,177
Human Resources	0	50,213	0	50,213
Clinic Operations	0	45,180	0	45,180
Buildings & Grounds Div.	0	57,448	0	57,448
Custodial Worker II/City Laborer	0	103,363	0	103,363
Family & Community Health Services	0	73,484	0	73,484
Maternal & Child Health Epidemiology Sec.	0	105,908	0	105,908
Maternal & Child Health	0	26,664	0	26,664
Ecocultural Family Interview Assessment	51,387	0	0	51,387
Milwaukee Nurse-Family Partnership	112,937	0	0	112,937
Health Centers - Core Team Nursing	1,116,839	0	124,094	1,240,933
Comprehensive Home Visiting	555,050	0	0	555,050
Project Launch	256,990	0	0	256,990
Women's, Infant's & Children's	725,390	0	0	725,390
Maternal & Child Health Grant	208,172	0	0	208,172
Plain Talk Initiative	48,247	0	0	48,247
Preventive Health - Nurse Resource	0	0	65,952	65,952
Breast Cancer Awareness	213,391	0	0	213,391
Medical Assistance Outreach	317,508	0	0	317,508

Milwaukee Promise Health Dept. Allocations	CONTINUED			
	Direct	Overhead	Umbrella	Total
Disease Control & Environmental Health	\$0	\$110,006	\$0	\$110,006
Home Environmental Health - Lead	0	0	76,288	76,288
Childhood Lead Poisoning Prevention	447,721	0	0	447,721
Childhood Lead Detection	185,117	0	0	185,117
Lead Poisoning Control	242,065	0	0	242,065
CDBG Lead Grant	461,070	0	0	461,070
Lead Hazard Reduction	310,516	0	0	310,516
Lead-based Paint Hazard Control	229,506	0	0	229,506
HUD Healthy Home	43,909	0	0	43,909
Sexually Transmitted Disease Clinic	978,708	0	0	978,708
HIV Women's Project	108,211	0	0	108,211
Dual Protection Partnership	67,624	0	0	67,624
Tuberculosis Control	207,661	0	51,916	259,577
Hepatitis B Immunization	34,313	0	0	34,313
Communicable Disease Div.	79,563	0	238,690	318,253
Immunization Action Plan	126,707	0	0	126,707
Immunization Action Plan - ARRA	60,280	0	0	60,280
School Readiness - Immunization Initiative	81,486	0	0	81,486
Immunization - Overhead	0	0	67,120	67,120
Laboratory Services Div.	0	119,496	0	119,496
Chemical Div.	0	24,642	0	24,642
Virological Div.	0	92,643	0	92,643
Microbiological Div.	0	224,058	0	224,058
Auxiliary Positions	0	3,216	0	3,216
Total Wages	\$7,270,368	\$1,443,152	\$859,486	\$9,573,006
Associated Fringe Benefits	3,489,777	692,713	412,553	4,595,043
Other Grant Expenditures	0	0	1,316,146	1,316,146
Operating Expenditures	0	663,111	0	663,111
Equipment Purchases	0	1,892	0	1,892
Special Funds	18,100	0	0	18,100
Total	\$10,778,245	\$2,800,868	\$2,588,186	\$16,167,299

The Health Department identified \$7,270,368 in direct wage expenditures for which precise metrics were developed, and included \$18,100, or 10% of Special Funds spending, as “overhead” for these Special Funds initiatives not readily accessed by standard metrics.

The Legislative Reference Bureau applied “wage overhead” related to these direct wage expenditures, applicable fringe benefit expenditures and “operating overhead” for operating expenditures and equipment purchases. The LRB used an “overhead allocation rate” of 37.84% which is the ratio of direct wages, associated fringe benefits and other grant expenditures to overall spending. The rationale for including these “overhead” allocations in the Milwaukee Promise initiative was to recognize Department spending needed to create the capacity to make direct Milwaukee Promise expenditures.

The LRB used a similar rationale to include “umbrella” wage expenses and associated fringe benefits with the Health Department’s Milwaukee Promise expenditures. Umbrella wages are spent by a division or program in addition to whatever direct Milwaukee Promise wages spent for the same program or division initiative.

Finally, the LRB included other grant expenditures by the Health Department which are not part of its O&M budget. Total grants for the Health Department for 2011 are projected at \$9,724,584, of which \$5,681,377 is allocated as direct wages to the Department’s O&M budget. After allocating \$2,727,061 for associated fringe benefits, \$1,316,146 remains for allocation.

The additional Milwaukee Promise allocations made by the LRB – overhead, umbrella and other grant expenditures – do not lend themselves readily to metric assessment, and no metrics are provided, but rather these expenditures create the capacity to deliver the direct services for which the Health Department has provided metrics.

Metrics: Table 13 indicates the metrics established by the Health Department for projected direct wages spent in 2011 that are subject to the Milwaukee Promise.

Table 13. Metrics for Milwaukee Promise, Health Department.

Metrics for Direct Allocations	Direct	Metric Description	Metric
Wages & Salaries Categories			
Ecocultural Family Interview Assessment	\$51,387	# of hours spent evaluating impact of program on families	800
Milwaukee Nurse-Family Partnership	112,937	# of home visits completed	1,000
Health Centers - Core Team Nursing	1,116,839	# of calls triaged	2,500
Comprehensive Home Visiting	555,050	# of families served	800
Project Launch	256,990	# of community meetings held	6
Women's, Infant's & Children's	725,390	# of participants served in WIC (duplicated)	90,000
Maternal & Child Health Grant	208,172	# of home visits completed	1,000
Plain Talk Initiative	48,247	# of residents reached	800
Breast Cancer Awareness	213,391	# of women screened for breast and cervical cancer	1,000
Medical Assistance Outreach	317,508	# individuals signed up	4,000
Childhood Lead Poisoning Prevention	447,721	# of children lead tested	54
Childhood Lead Detection	185,117	# of home visits	0
Lead Poisoning Control	242,065	# of housing units abated	80
CDBG Lead Grant	461,070	# of housing units inspected	100
Lead Hazard Reduction	310,516	# of housing units abated	128
Lead-based Paint Hazard Control	229,506	# of housing units abated	84
HUD Healthy Home	43,909	# of enrollments	40
Sexually Transmitted Disease Clinic	978,708	# of clients seen at Keenan HC	7,000
HIV Women's Project	108,211	# of cases managed	28
Dual Protection Partnership	67,624	# of clients provided reproductive health services	750
Tuberculosis Control	207,661	# of refugees screened	600
Hepatitis B Immunization	34,313	# of Hep B immunizations	1,750
Communicable Disease Div.	79,563	# of suspected CD reported	12,000
Immunization Action Plan	126,707	# of school/childcare visits	30
Immunization Action Plan - ARRA	60,280	# of school/childcare visits	30
School Readiness - Immunization Initiative	81,486	# of school/childcare visits	30
Total Wages	\$7,270,368		

Library

Accounts/Amounts: Table 14 indicates the accounts and amounts that were identified by the LRB in the 2011 Proposed Budget for the Milwaukee Public Library (MPL) that are subject to the Milwaukee Promise.

Table 14. Accounts Subject to Milwaukee Promise, MPL.

Line Nos.	Description	Rationale
220.3.7-8	Administrative Services - 2 positions	These staff members oversee/manage or perform other administrative tasks relating to the entire department, and one of the core missions of the entire department is to increase the literacy rate, knowledge and work skills of Milwaukee residents.
220.8.20	\$109,211 in fringe benefit expenses for the positions identified above.	Same as above.
220.9.21	Administrative Services - Library Materials – Books & Other	Library materials help City residents improve employment skills and provide resume and career information.
220.11.25-26, 220.12.2-6	Neighborhood Library Services – Community Outreach & Technology Center Initiative (10 positions)	The technology center positions work to increase public access to computers, online resources and computer training at Center Street Library, supporting the objective of reducing the number of families living in poverty and improving job growth.
220.14.9	\$173,726 in fringe benefit expenses for the positions identified above.	Same as above.
220.15.5	\$103,328 - Operating Expenditures Total - Operating and Material Costs Community Outreach & Technology Center Initiative	Same as above.
220.18.3-9	Central Library Services – Youth & Community Outreach Services Section (8 positions)	These positions provide outreach services to youth, daycares and nursing homes supporting the objective of improved literacy rates which relates to the reduction of PDI.

Line Nos.	Description	Rationale
220.21.16	\$201,717 in fringe benefit expenses for the positions identified above.	Same as above.

Metrics: The Library would like it to be noted that alleviating PDI is not the sole mission of MPL or any public library. By their nature, public libraries address disparities at many levels and contribute to democracy as well as the health, education, well-being, and quality of life of any community, large or small, rich or poor.

The Library has proposed the following metrics for Milwaukee Promise related expenditures in its budget:

- Number of funded public hours.
- Number of customer visits.
- Number of library cards issued.
- Number of public computer hours.
- Number of items added to collection.
- Amount of circulation of collection.
- Number of and attendance level at community outreach events.
- Number of and attendance level at Books2Go outreach sessions.
- Center Street Library – Number of customer visits.
- Center Street Library – Attendance level at selected programs.

Municipal Court

Accounts: Driver's Licensure and Employment Project Special Purpose Account (SPA) and the Municipal Court Intervention Program SPA.

The Drivers Licensure and Employability Program is a workforce development program that is directed toward low- and moderate-income citizens who do not have driver's licenses due to their failure to pay court ordered judgments. This program targets referrals from agencies with clients who are job-ready or ready to begin apprenticeship or training programs but cannot proceed without a driver's license

Amounts:

Driver's Licensure and Employment SPA: In 2011, the City will provide \$200,000 in funding for the Driver's Licensure and Employment SPA, with \$150,000 provided through CDBG funding and \$50,000 provided by tax levy funding by the SPA. The project is coordinated by Justice 2000, Inc., with a 2011 budget of approximately \$930,000, with the City providing \$200,000 and the remaining portion provided by various agencies and foundations.

Municipal Court Intervention Program SPA: In 2011, the City will provide \$425,320 in funding for the Municipal Court Intervention Program SPA. The \$425,320 is the same amount as provided in the 2010 Budget. The goal of this program is to provide defendants with alternatives to serving jail time when they are unable to pay fines due to indigence or who are in need of special services. Justice 2000, a local community-based organization, staffs the program. This special purpose account funds these contractual services.

Metrics:**Table 14. Metrics for Milwaukee Promise, Municipal Court.**

Program	Metrics
Driver's Licensure and Employment SPA	<p>Number of referrals per quarter and YTD as compared to annual target.</p> <p>Number of persons advised per quarter and YTD, and % of referrals.</p> <p>Number of cases admitted to case management per quarter and YTD, and % of referrals.</p> <p>Number of cases closed per quarter and YTD, and % of referrals and of annual target.</p> <p>Number of clients licensed per quarter and YTD, and % of referrals and of annual target.</p> <p>Number of assigned and completed community service hours per quarter and YTD.</p> <p>Percent of clients who are very low income.</p> <p>Percent of clients who are still licensed after two years, reported annually.</p>
Municipal Court Intervention Program SPA	<p>Rates of compliance in 2011 with AODA, Mental Health, Co-Occurring Disorders and Community Service programs.</p> <p>Number of community service hours completed.</p> <p>Dollar amount of fines paid.</p> <p>Number of days in jail avoided.</p> <p>Dollar amount of incarceration costs avoided.</p>

Police Department

Accounts/Amounts: Table 15 indicates the accounts and amounts that were identified by the LRB in the 2011 Proposed Budget for the Milwaukee Police Department (MPD) that are subject to the Milwaukee Promise.

Table 15. Accounts Subject to Milwaukee Promise, MPD.

Line Nos.	Description	Rationale
260.19.9	Weed & Seed beat patrol officers (salary funding for 6 positions)	These positions relate to alleviation of the disparity in crime rates among Milwaukee neighborhoods – i.e., these positions target crime in central-city neighborhoods that have above-average crime rates.
260.21.10,12,14-17	Neighborhood Task Force (20 positions)	
260.27.23	Police officers assigned to foot beat patrol to combat drug trafficking and prostitution.	
260.31.6	\$1,282,940 in fringe benefit expenses for the positions identified above	

Metrics: The Police Department has proposed the following metrics to measure the effectiveness of the identified expenditures in alleviating poverty, disparity and inequality in Milwaukee neighborhoods most affected by crime and disorder:

- Reduction in the number of street crimes (e.g., robbery, aggravated assault) in the District 2 Weed and Seed area (particularly the area bounded by W. National Ave., W. Mitchell St., S. Cesar Chavez Dr. and S. 31st St.). Also, the change in the number of burglary offenses, as measured by calls for service and reported crime.

- Reduction in the number of violent crimes (e.g., homicide, aggravated assault, robbery) in the targeted North Side (W. Keefe Ave. – W. Vliet St. – N. 12th St. – N. 51st St.) and South Side (W. National Ave. – W. Lincoln Ave. – S. 6th St. – S. Layton Blvd.) areas patrolled by the Neighborhood Task Force. Also, the increase in traffic safety in these areas, as measured by a decrease in traffic fatalities.
- Reductions in calls for service and incidents relating to drug dealing and prostitution in selected South Side neighborhoods (particularly W. National Ave. between S. Chavez Dr. and S. Layton Blvd.).

For all 3 metrics, the reductions will be determined by comparing current-year statistics with data for comparable periods in previous years.

Appendix

1. Amendment 34 to 2011 Proposed Budget
2. Charter of the Milwaukee Promise
3. Enabling Legislation, Common Council File Number 100884
4. Year One Plan and Calendar

DEPARTMENT	BUDGET IMPACT	TAX LEVY IMPACT	TAX RATE IMPACT PER \$1,000
VARIOUS DEPARTMENTS	+\$0	+\$0	+\$0.00

AMENDMENT INTENT

The intent of this amendment is to identify lines in the 2011 Budget that contribute to the “Milwaukee Promise”.

OVERVIEW

1. The Milwaukee Promise is a commitment by the City to be responsible and accountable in all expenditures related to poverty alleviation and unemployment reduction.
2. Under the Milwaukee Promise, any City department, program or agency that receives funding for poverty-reduction or job-creation efforts -- regardless of whether that funding is for salaries, operating expenditures, special funds, capital projects, special purpose accounts, etc. -- will be required to track the outcomes of these efforts and report on their overall success and accomplishments at the end of the year. This will allow the City to recognize the programs and efforts that are most successful in addressing poverty and unemployment. The Common Council will also be able to use the results of this reporting mechanism to direct funding in future City budgets to those programs that produce the greatest results.

IMPACT

1. This amendment inserts an attachment (appendix) to the 2011 Budget that lists, by budget line, all expenditures that are components of the Milwaukee Promise – i.e., they have been identified as being partially or entirely related to the reduction of poverty or unemployment in Milwaukee. Upon final adoption of the Budget, the page and line numbers will be removed and replaced with account names.
2. This amendment does not add, eliminate or change funding levels in the 2011 Proposed Budget. Therefore, it has no impact on the total budget, tax levy or tax rate.

ORIGINAL SPONSOR(S): Ald. Hamilton and Coggs

COMMITTEE VOTE (5-0):
 In favor: Ald. Murphy, Bauman, Dudzik, Coggs, Kovac
 Opposed: None

Prepared by: Jeff Osterman
 LRB – Research & Analysis Section
 October 26, 2010
 Revised October 29, 2010

OBJECTIVE, OVERALL BUDGET LEVY EFFECT OF THIS POSSIBLE AMENDMENT TO THE 2011 PROPOSED BUDGET

By Ald. Hamilton

VARIOUS DEPARTMENTS

Insert the following attachment that identifies budget lines that contribute to the "Milwaukee Promise." Upon final budget adoption, account names will be added and budget pages and lines will be removed from the appendix.

BUDGET EFFECT TAX LEVY EFFECT TAX RATE EFFECT (PER \$1,000 A.V.)

Operating Budget

\$+0 \$+0 \$+0.000

BMD-2 PAGE AND LINE NUMBER	DETAILED AMENDMENT	CHANGE IN 2011 POSITIONS OR UNITS COLUMN		CHANGE IN 2011 AMOUNT COLUMN	
		NUMBER TO BE CHANGED	AMOUNT OF CHANGE	AMOUNT TO BE CHANGED	AMOUNT OF CHANGE
570.1-10	<p>TOTAL BUDGET AUTHORIZATIONS AND FUNDING</p> <p>Immediate following the line:</p> <p>"Total Funding for Common Council Controlled Purposes"</p> <p>Insert the following attachment:</p>				

The Milwaukee Promise

Department	Page #	Line #	Amount	Function
Department of Administration				
	110.15	4	\$1,194,879	CDGA Admin
	110.16	9	\$32,724	CDGA Admin
	110.19	15	\$194,668	EBE Admin
	110.20	9	\$93,441	Fringes Related to the Above
	110.22	21	\$103,951	IRD Admin
	110.23	10	\$49,896	Fringes Related to the Above
CDBG				
	500.1	21	\$12,591,600	Mandated Essential Services (incl. HOME)
City Attorney				
	130.1	11	\$299,324	Community Prosecution Unit
	130.3	3	\$143,676	Fringes Related to the Above
Capital				
	460.2	17	\$8,000,000	Grants & Aids
	460.2	24	\$50,000	Municipal Art Fund
	460.3	8	\$400,000	Housing Trust Fund
	460.7	20	\$140,000	Upgrade City Website
	460.11	9	\$250,000	NCDSI
	460.11	11	\$16,310,000	TID
	460.11	26	\$1,500,000	Development Fund
	460.12	6	\$250,000	BID
	460.12	18	\$200,000	Healthy Neighborhoods Initiative
	460.12	22	\$1,560,257	ADA River Walk
	460.12	26	\$300,000	Housing Infrastructure Preservation Fund
	460.13	8	\$200,000	In Rem
	460.21	3	\$110,000	Health Facilities Capital
	460.23	18	\$2,000,000	Library Initiative
	460.26	10	\$377,913	Police Administration Building
	460.43	8	\$10,042,020	Total - DPW Infrastructure Services
City Development				
	140.6	19	\$1,672,818	Various Economic Development Positions
	140.7	14	\$802,953	Fringes Related to Above
	140.8	26	\$50,000	Continuum of Care Grant
	140.9	4	\$61,144	In Rem Property Maintenance Fund
Common Council - City Clerk				
	320.2	14	\$25,000	CED Committee Fund
Comptroller				
	160.4	2	\$440,994	Auditing Services
	160.5	3	\$211,677	Fringes Related to Above

Department	Page #	Line #	Amount	Function
Fire and Police Commission	190.5	6	\$384,142	30% of Total Dedicated to IDP
Fire Department	200.4	21	\$255,000	FOCUS and Fire Prevention Education
Health	500.1	21	\$9,724,584	Various Grants
	210.13	20	\$4,208,132	O&M Side of Various Grants
	210.21	21	\$2,019,903	Fringes Related to Above
	210.22	17	\$176,245	Operating (Support of Above)
	210.23	6	\$500	Equipment Purchases (Support of Above)
	210.23	14	\$18,100	Special Funds (Support of Above)
Library	220.7	21	\$227,523	Admin Services
	220.8	20	\$109,211	Fringes Related to Above
	220.9	21	\$1,435,000	Books and Other
	220.13	10	\$371,929	Community Outreach and Technology Center
	220.14	9	\$178,526	Fringes Related to Above
	220.15	5	\$140,600	Operating Materials Cost
	220.20	13	\$420,244	Youth & Community Outreach Services
	220.21	16	\$201,717	Fringes Related to Above
Mayor	230.4	11	\$360,810	30% of Total Dedicated to IDP
Department of Neighborhood Services	250.5	17	\$31,000	Building Code Enforcement Supervisor
	250.5	21	\$235,944	Code Enforcement Inspectors
	250.6	3	\$79,829	Neighborhood Improvement Project
	250.6	5	\$326,966	Neighborhood Improvement Project
	250.6	6	\$46,977	Neighborhood Improvement Project
	250.6	7	\$35,404	Neighborhood Improvement Project
	250.7	2	\$88,410	Neighborhood Improvement Project
Police	260.28	13	\$2,672,791	Beat Patrol/Weed&Seed/Prostitution
	260.31	6	\$1,282,940	Fringes Related to the Above
Department of Public Works Operations Division - Forestry Section	310.28	14	\$93,572	Urban Forestry
	310.28	15	\$27,570	Urban Forestry
Special Purpose Accounts	320.2	5	\$250,000	Driver's Licensure Project
	320.3	25	\$425,300	Municipal Court Intervention Program
Total			\$85,487,804	

THE MILWAUKEE PROMISE

The following budget lines and amounts have been identified by Common Council staff as funding that supports "The Milwaukee Promise". Additional information on "The Milwaukee Promise" is available in Common Council File #100884, a resolution approving the "Charter of the Milwaukee Promise" and directing the proper city staff to cooperate in its implementation.

	<u>AMOUNT</u>	<u>FUNCTION</u>
<u>DEPARTMENT OF ADMINISTRATION</u>		
Gross Salaries & Wages	\$1,193,994	CDGA Administration Salary
Estimated Employee Fringe Benefits	\$32,724	CDGA Administration Fringes
Gross Salaries & Wages	\$194,668	Emerging Business Enterprise (EBE) Program
Estimated Employee Fringe Benefits	\$93,441	EBE Fringe Benefits
Gross Salaries & Wages	\$103,951	Intergovernmental Relations Division (IRD) Salary
Estimated Employee Fringe Benefits	\$49,896	IRD Fringe Benefits
<u>CDBG</u>		
Grant and Aid Projects	\$12,591,600	Mandated Essential Services (incl. HOME)
<u>CITY ATTORNEY</u>		
Gross Salaries & Wages	\$299,324	Community Prosecution Unit Salary
Estimated Employee Fringe Benefits	\$143,676	Community Prosecution Unit Fringes
<u>CAPITAL</u>		
Grantor Share-Non City Cash - Cash Revenues	\$8,000,000	Unassigned Grants & Aids Capital Budget Authority
Municipal Art Fund - Cash	\$50,000	Municipal Art Fund
Housing Trust Fund - New Borrowing	\$400,000	Housing Trust Fund
Improve/Update City Website - Cash	\$140,000	Upgrade City Website
Neigh. Commercial District Street Improvement Fund - New Borrowing	\$250,000	NCDSI
Tax Increment Finance Urban Renewal Projects - New Borrowing	\$16,310,000	TID - New Borrowing for potential new TIDs
Development Fund - Cash & New Borrowing	\$1,500,000	Development Fund
Business Improvement Districts - New Borrowing	\$250,000	Business Improvement Districts
Healthy Neighborhoods Initiative - New Borrowing	\$200,000	Healthy Neighborhoods Initiative
ADA Riverwalk Construction - New Borrowing	\$1,560,257	ADA River Walk
Housing Infrastructure Preservation Fund - New Borrowing	\$300,000	Housing Infrastructure Preservation Fund
In Rem Property Program - New Borrowing	\$200,000	In Rem Property Program
Health Facilities Capital Projects - New Borrowing	\$110,000	Health Facilities Maintenance Program
Library Facilities Initiative - New Borrowing	\$2,000,000	Library Facilities Initiative
Remodel Administration Building Offices - New Borrowing	\$377,913	Police Administration Building Renovation
DPW Infrastructure Services Programs - New Borrowing	\$10,042,020	Total - DPW Infrastructure Services
<u>CITY DEVELOPMENT</u>		
Gross Salaries & Wages	\$1,672,818	Various Economic Development Positions Salaries
Estimated Employee Fringe Benefits	\$802,953	Various Economic Development Positions Fringes
Continuum of Care Grant Special Funds	\$50,000	Continuum of Care Grant
In Rem Property Management Special Funds	\$61,144	In Rem Property Maintenance Fund
<u>COMMON COUNCIL-CITY CLERK</u>		
Purpose Acct.	\$25,000	CED Committee Fund
<u>COMPTROLLER</u>		
Gross Salaries & Wages	\$440,994	CD Grant Accounting Services Salaries
Estimated Employee Fringe Benefits	\$211,677	CD Grant Accounting Services Fringes

	<u>AMOUNT</u>	<u>FUNCTION</u>
<u>FIRE AND POLICE COMMISSION</u>		
Fire & Police Commission Total Budget	\$384,142	30% of Total Dedicated to IDP
<u>FIRE DEPARTMENT</u>		
Gross Salaries & Wages (Grant & Aids)	\$255,000	FOCUS and Fire Prevention Education
<u>HEALTH DEPARTMENT</u>		
Grant and Aid Projects	\$9,724,584	Various Grants
Gross Salaries & Wages	\$4,208,132	O&M Side of Various Grants
Estimated Employee Fringe Benefits	\$2,019,903	Fringes Related to Above
Operating Expenditures	\$176,245	Operating (Support of Above)
Equipment Purchases	\$500	Equipment Purchases (Support of Above)
Special Funds	\$18,100	Special Funds (Support of Above)
<u>LIBRARY</u>		
Gross Salaries & Wages	\$227,523	Admin Services
Estimated Employee Fringe Benefits	\$109,211	Fringes Related to Above
Library Materials - Books & Other - Equipment Purchases	\$1,435,000	Books and Other
Gross Salaries & Wages	\$371,929	Community Outreach and Technology Center
Estimated Employee Fringe Benefits	\$178,526	Fringes Related to Above
Operating Expenditures	\$140,600	Operating Materials Cost
Gross Salaries & Wages	\$420,244	Youth & Community Outreach Services
Estimated Employee Fringe Benefits	\$201,717	Fringes Related to Above
<u>MAYOR'S OFFICE</u>		
Mayor's Office Total Budget	\$360,810	30% of Total Budget Dedicated to IDP
<u>DEPT. OF NEIGHBORHOOD SERVICES</u>		
Gross Salaries & Wages	\$31,000	Building Code Enforcement Supervisor Salary
Gross Salaries & Wages	\$235,944	Code Enforcement Inspectors Salary
Gross Salaries & Wages	\$79,829	Neighborhood Improvement Project Salary
Gross Salaries & Wages	\$326,966	Neighborhood Improvement Project Salary
Gross Salaries & Wages	\$46,977	Neighborhood Improvement Project Salary
Gross Salaries & Wages	\$35,404	Neighborhood Improvement Project Salary
Gross Salaries & Wages	\$88,410	Neighborhood Improvement Project Salary
<u>POLICE DEPARTMENT</u>		
Gross Salaries & Wages	\$2,672,791	Beat Patrol/Weed & Seed/Prostitution Salary
Estimated Employee Fringe Benefits	\$1,282,940	Beat Patrol/Weed & Seed/Prostitution Fringe
<u>DEPT. OF PUBLIC WORKS OPERATIONS DIVISION - FORESTRY SECTION</u>		
Gross Salaries & Wages	\$93,572	Urban Forestry Salary
Gross Salaries & Wages	\$27,570	Urban Forestry Salary
<u>SPECIAL PURPOSE ACCOUNTS</u>		
Drivers License Recovery & Employability Program Special Purpose Acct.	\$250,000	Driver's Licensure Project
Municipal Court Intervention Program Special Purpose Account	\$425,300	Municipal Court Intervention Program
<u>TOTAL</u>	\$85,486,919	

CHARTER OF THE MILWAUKEE PROMISE

Enabling Legislation: CCFN 100884

VISION AND ASSUMPTIONS

Milwaukee is a great city. Its residents are among the hardest-working, conscientious, and dedicated anywhere and these attributes know no distinction of race, sex, or class. Milwaukeeans have always committed their time, effort and treasure to creating not only the physical manifestations of civic life, but improving the non-material aspects of life as well. Clean streets, safe neighborhoods, flourishing businesses, and good government are all things Milwaukee residents want not only for themselves, but for their children.

Unfortunately, the reality for many in this city is that all their efforts, all their struggles, have not brought the just fruit of their labors. Recent reports identifying Milwaukee as having the fourth-highest poverty rate in the nation only underscore what many who live here already know: theirs is a dream deferred. And as surely as government has an obligation to build roads, clean streets, plow snow, and fight fires, it also has an obligation to do what it can to clear obstacles to achievement and open doors to success for its residents.

While the challenges confronted by Milwaukee residents are as varied as the people themselves, the Milwaukee Promise classifies these challenges into three broad categories: Poverty, Disparity, and Inequality. Hereafter referred to as PDI, the Promise acknowledges that any system of this type is imperfect, however, it captures a broad range of those challenges that ought to be a primary focus of the efforts of this government.

Perhaps the most painful irony is that the City of Milwaukee already spends a great deal of money attempting to remediate the effects of PDI. In fact, one of the underlying assumptions of the Milwaukee Promise is that it is not solely a lack of resources that prevents the remediation of these challenges. It is, instead, that these resources are often misallocated or not used in ways that provide the greatest benefit to the greatest number.

Another important assumption that underlies the Milwaukee Promise is that certain municipal services are delivered without consideration of their effect on PDI. Police officers are sworn to protect all citizens. Firefighters do not check income levels before they put out a fire. On the other hand, the City has already made policy decisions that were expected to make a difference in PDI and whether they have or have not should be evaluated. As just one example, when the "MORE" ordinance was adopted in early 2010, the expectation was that a larger percentage of public works' projects would be directed to local businesses – particularly those that employ minorities and others categorized as "at a disadvantage".

The Milwaukee Promise also assumes that it is the workers of this City – from the front-line to the top – who are best able to determine how to measure their work fairly. There is no presumption here that these employees are some sort of bureaucratic stereotype uninterested in the condition of their fellow citizens. To the contrary, the Milwaukee Promise calls on all of them to participate actively in making this program work – both in its planning and execution. There is a real belief underlying this initiative that municipal employees want to see their efforts amount to something more than a paycheck and a pension.

What must be absolutely clear is that, in its inaugural year, the Milwaukee Promise does not add one cent to the annual budget. Further, it makes no changes to the allocation of funds in the budget. Instead, it identifies those resources in the budget that will be subjected to a heightened level of scrutiny throughout 2011 to determine how well they are being used. The information derived will be used to better inform the Mayor and the Common Council as they work together to confront PDI in the 2012 budget.



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Legislation Text

File #: 100884, **Version:** 0

Number

100884

Version

ORIGINAL

Reference

Sponsor

ALD. HAMILTON, COGGS, WADE, KOVAC, ZIELINSKI, MURPHY, BAUMAN AND HINES

Title

Resolution approving the "Charter of the Milwaukee Promise" and directing the proper City staff to cooperate in its implementation.

Analysis

This resolution approves the "Charter of the Milwaukee Promise" and the associated "Year One Plan and Calendar". It also directs the proper City staff to cooperate in the implementation of the Milwaukee Promise and its "Year One Plan and Calendar".

Body

Whereas, Milwaukee has the 4th highest poverty rate among major U.S. cities; and

Whereas, Milwaukee is also known to have a number of disparities and inequalities among various socio-economic groups and geographic areas relating to the incidence of infant mortality, lead-based paint contamination, sexually transmitted diseases, failure to complete high school, crime, unemployment/underemployment and other problems; and

Whereas, While the City of Milwaukee already devotes a significant portion of its annual budget to addressing poverty, inequality and disparity, there is a lack of information about whether these resources are being used appropriately, effectively and in a manner that provides the greatest benefit to the greatest number of Milwaukee residents; and

Whereas, It is appropriate for the Mayor and Common Council to evaluate the effectiveness of City policies, programs and expenditures intended to address the problems of poverty, disparity and inequality; and

Whereas, By amendment to the 2011 Proposed Budget, the Common Council adopted the "Milwaukee Promise," a commitment by the City to be responsible and accountable in all expenditures related to the reduction of poverty, disparity and inequality in Milwaukee; and

Whereas, While the Milwaukee Promise amendment does not add, eliminate or change funding levels in the 2011 Budget, it identifies, by budget line, all expenditures (including salaries, operating expenses, special funds, capital projects and special purpose accounts) that are partly or wholly related to the reduction of poverty, disparity and inequality in Milwaukee; and

Whereas, The "Charter of the Milwaukee Promise" and "Year One Plan and Calendar," which are attached to and made a part of this file, set forth the rationale for establishing the Milwaukee Promise as well as the logistics of how this initiative will be carried out; and

Whereas, As indicated in the Charter, the Milwaukee Promise calls on City employees -- both managers and front-line staff -- to actively participate in planning and executing this initiative; and

Whereas, The information gathered by City staff in the execution of the Milwaukee Promise will assist the Mayor and Common Council in making better-informed decisions as they work together to address poverty, disparity and inequality in the development of the 2012 City Budget; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the attached "Charter of the Milwaukee Promise" and "Year One Plan and Calendar" are approved; and, be it

Further Resolved, That staff of the proper City departments (including, but not limited to, those identified in the Milwaukee Promise amendment to the 2011 Budget) are directed to cooperate in the implementation of the Milwaukee Promise and its "Year One Plan and Calendar".

Requestor

Drafter

LRB122890-1

JDO

10/27/2010

YEAR ONE PLAN AND CALENDAR

November 5, 2010: The Milwaukee Common Council will adopt the 2011 budget. Throughout it, staff will have identified no less than \$75 million in expenditures as subject to the terms of the Milwaukee Promise. In some cases, the lines will be “whole”. In others, a portion of those lines will be identified. In either case, staff will be prepared to explain why those purposes and amounts were identified as being part of the resources the City commits annually to confronting PDI.

November – December, 2010: The staff of the Legislative Reference Bureau will contact departments with funds identified as subject to the terms of the Milwaukee Promise. These departments will be asked if they believe their funds are correctly identified. If they do not, staff will have some latitude to refine departmental participation. Significant variances must be reported to the Finance and Personnel Committee. Once issues of identification are resolved, each department will be asked to submit metrics by which its progress in addressing PDI can be fairly measured. Again, staff will have some ability to negotiate these metrics, but the final decision over whether particular measures are acceptable or not will rest with the Common Council and the Mayor following review by the Finance and Personnel Committee. The initial report of the Milwaukee Promise program finalizing both amounts and metrics will be due to the Common Council no later than December 31, 2010

January-August 2011: Two quarterly reports on departmental achievement in meeting measures agreed on will be gathered by the staff of the Legislative Reference Bureau. They will be submitted to the Common Council and reviewed by the Community and Economic Development Committee. Individual public hearings on their contents may or may not be scheduled, in the discretion of the Committee. A third quarterly report, including estimates of results for the month of September, will be prepared and submitted to the Common Council on or before Labor Day 2011. This report will be distributed to all Council members and is intended to assist them as they evaluate various departments during budget deliberations.

