

030558



**Department of City Development**

Housing Authority  
Redevelopment Authority  
City Plan Commission  
Historic Preservation Commission

August 4, 2004

Mr. Ronald D. Leonhardt  
City Clerk  
City Hall, Room 205  
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is an activity summary report from FMIS along with an executed copy of a Grant Agreement identified as Contract No. 03-160 (CM), dated January 13, 2004, between the City of Milwaukee and the Board of Regents of the UW System on behalf of the University of Wisconsin-Milwaukee acting by and through the Employment and Training Institute (UWM-ETI) to prepare an update an expansion of the City of Milwaukee asset mapping model.

The services have been completed and the enclosed documentation is for your files.

Sincerely,

Thomas Croasdaile  
Budget & Management Reporting Manager

Enclosure

<b>Unit:</b>	CIMIL	<b>PO:</b>	C191030160	<b>Vendor:</b>	UWME TRAI-061	<b>PO Status:</b>	Compl
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**PO Status:** Compl



**Figure 1**

Qty Rcvd:	0.0000	Qty Invcd:	1.00	Qty Mchcd:	0.0000
Qty Acctptd:	0.0000	Amt Invcd:	10000.00	Amt Mchcd:	0.00

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ORIGINAL

Contract Number: 03-160 (cm)

**GRANT AGREEMENT  
City of Milwaukee and  
University of Milwaukee Employment and Training Institute**

**Date of Award:** October 02, 2003

**Grant Amount:** \$10,000

AGREEMENT made and entered into as of the 19<sup>th</sup> day of December 2003 by and between the ~~City of Milwaukee~~ acting by and through the Department of City Development (CITY) and ~~the University of Milwaukee~~ acting by and through the Employment and Training Institute (UWM-ETI) *the Board of Regents of the UW system on behalf of* 

WITNESSETH:

WHEREAS, The Department of City Development of the City of Milwaukee (DCD) and the UWM Employment and Training Institute (UWM-ETI) have agreed upon the essential features for conducting a Technical Assistance Project to provide an Update and Expansion of the City of Milwaukee Asset Mapping Model; and

WHEREAS, The project will be conducted by the University of Wisconsin-Milwaukee Employment and Training Institute for the Department of City Development of the City of Milwaukee 809 North Broadway, Milwaukee, WI 53202; and

WHEREAS, Common Council File No. 300558 authorized the use of \$10,000 from the Common Council's Economic Development Fund for this purpose and directed DCD to enter into a contract with the UWM-ETI for the purposes of providing this technical assistance; and

WHEREAS, DCD staff has prepared and submitted a request for "Exemption for Bidding" to the DCD Purchasing Division (Exhibit A); and

WHEREAS, attached to this document as Exhibit B is a complete description of the project and associated scope of work.

JAP

~~IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN  
AND WITH INTENT TO BE LEGALLY BOUND HEREBY:~~

~~The University of Wisconsin-Milwaukee Employment and Training Institute~~

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I.  
AWARD

The CITY hereby contracts with the UWM-ETI in the amount set forth above, to conduct activities as described on the attached project description (Exhibit B) within the period from December 19, 2003 through March 31, 2004.

II.  
PROJECT SUMMARY

A. Title: Update and Expansion of the City of Milwaukee Asset Mapping Model.

B. Description: In 2002, the Milwaukee Economic Development Corp. with financial assistance from the Helen Bader Foundation, contracted with UWM-ETI to develop and asset based data system, which would enable MEDC and DCD to compare the relative wealth of urban neighborhoods to that of surrounding areas. The purpose of this exercise is to be able to present to potential retailers, hidden positive market characteristics of urban locations and to begin to breakdown stereotypical and negative classifications of urban neighborhoods.

It is now three, almost four years later and it is time to update that database and to transfer the know-how, the technology of the model from UWM to DCD.

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III.  
CONTRACT REQUIREMENTS

In the implementation of the Project, UWM-ETI shall:

- A. Establish and maintain records and file reports with the CITY in accordance with the Grantee Records and Reporting Requirements attached as Exhibit "C" and such other requirements as are established by the CITY, in writing, from time to time in order to comply with federal and state rules and regulations.
- B. Comply with all applicable CITY, state, and federal laws, rules, and regulations applicable to entities such as GRANTEE or entities receiving funding through the CITY. Said laws, rules and regulations shall include, without limitation, the Legal Requirements attached as Exhibit "D".

- G. Provide credit to the City of Milwaukee Department of City Development in brochures, news releases, program publications, and other printed materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH A GRANT FROM THE CITY OF MILWAUKEE DEPARTMENT OF CITY DEVELOPMENT," or through a similar acknowledgment.
- H. Not discriminate against any person participating in activities funded in whole or in part with Grant proceeds, employee, or application for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation, or national origin.
- I. ~~Indemnify and hold harmless the CITY, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with, or as a result of the implementation of the Project or any actions of GRANTEE undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the CITY, its officers, officials, employees, and agents from their own default, active negligence, or misconduct.~~ *see Exhibit E* JAP

#### IV. GRANTOR RESPONSIBILITIES

Payment to UWM-ETI shall be made upon receipt by The CITY of acceptable evidence of the following:

- A. Partial payments upon receipt of invoices, not to exceed \$10,000 detailing time and materials spent on the conduct of the project as described in Exhibit "B".
- B. 100% payment upon receipt of a mutually satisfactory product consistent with that described in Exhibit "B".

#### V. NOTICES

All notices under this Agreement shall be made in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the GRANTEE at the address set forth in the Application, and to the CITY as follows:

Department of City Development City of Milwaukee (RACM)  
809 North Broadway  
Milwaukee, WI 53202

VII.  
BINDING EFFECT/ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the CITY, the GRANTEE, their successors and permitted assigns. GRANTEE shall not assign any interest in this Agreement without the prior written consent of the CITY.

VIII.  
TERMINATION

*see Exhibit F*  
~~In the event that GRANTEE fails to comply with any of the terms or provisions of this Agreement, the CITY may terminate this Agreement upon five (5) days written notice.~~

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and date set forth above.

Contractor:

BY: 

UWM Signature

CITY:



JULIE A. PENMAN,  
Commissioner

Department of City Development

*Dr Susan Kelly, Dean &*  
Print/Type Name & Title

*Associate Professor*

Countersigned

*John Egan*

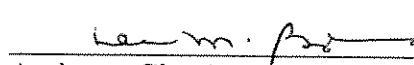
Print/Type Name & Title

  
Comptroller

*DEPUTY*

*Chen*

Approved as to form and execution this 13<sup>th</sup> day of JANUARY, 2004.

  
Assistant City Attorney

List of Exhibits

- |           |                                       |
|-----------|---------------------------------------|
| Exhibit A | APPLICATION                           |
| Exhibit B | Scope of Work and Project Description |
| Exhibit C | RECORDS AND REPORTING REQUIREMENTS    |
| Exhibit D | COMPLIANCE WITH LAWS AND REGULATIONS  |

**DEPARTMENT OF CITY DEVELOPMENT  
HOUSING AUTHORITY CITY OF MILWAUKEE  
REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**

**REQUEST FOR EXCEPTION TO BIDDING**

Name & Title Michael Brodd, Manager, Neighborhood Economic Development

City Agency: Department of City Development Date: December 16, 2003

Phone: 286-5845 Fax: 286-5467 TDD: \_\_\_\_\_

Brief description of item or service to be purchased: Technical Assistance. The updating of a data model describing the purchasing power of Milwaukee neighborhoods and some selected neighboring communities.

Brief purpose: In 2002, the Milwaukee Economic Development Corp. with financial assistance from the Helen Bader Foundation, contracted with UWM-ETI to develop and asset based data system, which would enable MEDC and DCD to compare the relative wealth of urban neighborhoods to that of surrounding areas. The purpose of this exercise is to be able to present to potential retailers, hidden positive market characteristics of urban locations and to begin to breakdown stereotypical and negative classifications of urban neighborhoods.

It is now three, almost four years later and it is time to update that data base and to transfer the know-how, the technology of the model from UWM to DCD.

Cost of product or service requested: \$ \$10,000 Requisition No. \_\_\_\_\_

Time of Performance\* November 1, 2003 through January 31, 2004

**Please explain on the space provided on page 2 of this form your reasons for the boxes you check.**

This request for an exception to bidding is as follows:

- ☐ Professional, artistic, scientific or creative services. RFP requested.
- ☐ Impossible or impracticable to develop bidding specifications. RFP requested.
- ☐ Experimental purpose. RFP requested.
- ☐ Experimental purpose. Can't be done by bid or RFP. Sole or single source requested.

X Sole Source. \*\* (Check appropriate box below also.)

X No comparable competitive product or service available – there is only one supplier.

☐ Patented product only available from the manufacturer.

☐ Proprietary software.

☐ Public utility service which has a monopoly.

☐ Component or replacement parts available from only one source.

☐ Other: \_\_\_\_\_

X Single Source.\*\* (Check appropriate box below also.)

☐ Only local authorized/licensed distributor.

☐ Compatibility is the overriding consideration and the item is available from only one source.

☐ Used item that is immediately available, is not usually available, and is subject to prior sale.

☐ Product is needed for trial or testing.

☐ Additional needs discovered in the midst of a project – e.g. change orders.

☐ No other supplier can meet the required delivery date.

☐ Vendor has specific insight from previous knowledge of service or commodity.\*\*\*

X Vendor has been specified by terms of grant (federal or state) or by City Resolution.

X Other: Vendor was specified in CC File # 030558

**PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST BELOW. IF ADDITIONAL SPACE IS NEEDED, INCLUDE AN ATTACHMENT.**

The UWM-ETI created the Milwaukee Purchasing Power data base, and the systems for maintaining and updating it. It does not make any sense to contract with anyother agency or entity to update this data base. In fact that would be counter productive and more expensive and time consuming than going back to the original contracting entity.

  
Department Head Signature

\_\_\_\_\_  
Date



\*If the time of performance for the requested contract is to be retroactive to a date prior to this submission of request for procurement services section's approval, please indicate why services have already commenced.

\*\*If this is a sole or single source request, you must include the details of market research conducted (i.e. request for information) including number of vendors considered for this procurement and why they did not meet the needs of the department.

\*\*\*If the requested vendor has specific insight from previous knowledge of the service or commodity being requested, you must state why a competitive process to determine if this remains the best firm qualified to perform this work should not be conducted. Additionally, a summary of how the previous contract was procured and dollar value of the previous contract should also be included.

**FOR PROCUREMENT OFFICER'S REVIEW ONLY:**

☐ APPROVED

☐ DENIED

\_\_\_\_\_  
Procurement Officer Signature

\_\_\_\_\_  
Date

**CITY OF MILWAUKEE - DOA – PROCUREMENT SERVICES SECTION**  
**REQUEST FOR EXCEPTION TO BIDDING**

Name & Title: Michael Brodd, Manager, Neighborhood Economic Development

City Agency: Department of City Development Date: Dec. 16, 2003

Phone: 286-5845 FAX: 286-5467 TDD: \_\_\_\_\_

Brief description of item or service to be purchased: (Please include name of requested vendor.)

In 2002, the Milwaukee Economic Development Corp. with financial assistance from the Helen Bader Foundation  
contracted with UWM-ETI to develop and asset based data system, which would enable MEDC and DCD to  
compare the relative wealth of urban neighborhoods to that of surrounding areas.

Brief purpose: It is now three, almost four years later and it is time to update that data base and to transfer the  
know-how, the technology of the model from UWM to DCD.

Cost of product or service requested: \$ 10,000 Requisition No. \_\_\_\_\_

Time of Performance\* Novemeber 1, 2003 through January 31, 2004

**Please explain on the space provided on page 2 of this form your reasons for the boxes you check.**

This request for an exception to bidding is as follows:

- ☐ Professional, artistic, scientific or creative services. RFP requested.
- ☐ Impossible or impracticable to develop bidding specifications. RFP requested.
- ☐ Experimental purpose. RFP requested.
- ☐ Experimental purpose. Can't be done by bid or RFP. Sole or single source requested.
- ☒ Sole Source. \*\* (Check appropriate box below also.)
- ☒ No comparable competitive product or service available--there is only one supplier.
- ☐ Patented product only available from the manufacturer.
- ☐ Proprietary software.
- ☐ Public utility service which has a monopoly.
- ☐ Component or replacement parts available from only one source.
- ☐ Other: \_\_\_\_\_

☒ Single Source.\*\* (Check appropriate box below also.)

- ☐ Only local authorized/licensed distributor.
- ☐ Compatibility is the overriding consideration and the item is available from only one source.
- ☐ Used item that is immediately available, is not usually available, and is subject to prior sale.
- ☐ Product is needed for trial or testing.
- ☐ Additional needs discovered in the midst of a project--e.g., change orders.
- ☐ No other supplier can meet the required delivery date.
- ☐ No other supplier can make on-call repairs at a particular location.
- ☐ Vendor has specific insight from previous knowledge of service or commodity.\*\*\*
- ☒ Vendor has been specified by terms of grant (federal or state) or by City Resolution.
- ☐ Other: \_\_\_\_\_

**PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST BELOW. IF ADDITIONAL SPACE IS NEEDED, PLEASE INCLUDE AN ATTACHMENT.**

The UWM-ETI created the Milwaukee Purchasing Power data base, and the systems for maintaining and updating it. It does not make any sense to contract with anyother agency or entity to update this data base. In fact that would be counter productive and more expensive and time consuming than going back to the original contracting entity.

  
Department Head Signature

\_\_\_\_\_  
Date

**\*IF THE TIME OF PERFORMANCE FOR THE REQUESTED CONTRACT IS TO BE RETROACTIVE TO A DATE PRIOR TO THIS SUBMISSION OF REQUEST FOR PROCUREMENT SERVICES SECTION'S APPROVAL, PLEASE INDICATE WHY SERVICES HAVE ALREADY COMMENCED.**

**\*\*IF THIS IS A SOLE OR SINGLE SOURCE REQUEST, YOU MUST INCLUDE THE DETAILS OF MARKET RESEARCH CONDUCTED (I.E. REQUEST FOR INFORMATION) INCLUDING NUMBER OF VENDORS CONSIDERED FOR THIS PROCUREMENT AND WHY THEY DID NOT MEET THE NEEDS OF THE DEPARTMENT.**

**\*\*\*IF THE REQUESTED VENDOR HAS SPECIFIC INSIGHT FROM PREVIOUS KNOWLEDGE OF THE SERVICE OR COMMODITY BEING REQUESTED, YOU MUST STATE WHY A COMPETITIVE PROCESS TO DETERMINE IF THIS REMAINS THE BEST FIRM QUALIFIED TO PERFORM THIS WORK SHOULD NOT BE CONDUCTED. ADDITIONALLY, A SUMMARY OF HOW THE PREVIOUS CONTRACT WAS PROCURED AND THE DOLLAR VALUE OF THE PREVIOUS CONTRACT SHOULD ALSO BE INCLUDED.**

**FOR PURCHASING AGENT REVIEW ONLY:**

☐ Approved ☐ Denied

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

EXCEPTTOBID1(6/06/01)

**EXHIBIT B**  
**To**  
**Contract # 03-160 (cm)**  
**DEPARTMENT OF CITY DEVELOPMENT OF THE CITY OF MILWAUKEE**  
**AND**  
**UNIVERSITY OF WISCONSIN MILWAUKEE EMPLOYMENT AND TRAINING**  
**INSTITUTE**

**SCOPE OF WORK**

**UPDATE AND EXPANSION OF THE CITY OF MILWAUKEE**  
**ASSET MAPPING MODEL**

**Description of Project**

The University of Wisconsin Milwaukee Employment and Training Institute will work with the City of Milwaukee Department of City Development to update and expand the purchasing power analysis of all zip codes in Milwaukee County and an additional 21 zip codes in the five surrounding counties of southeast Wisconsin. The project will further assist City of Milwaukee Department of City Development staff to internally update future profiles.

Population and purchasing power per square mile will be detailed for targeted areas in metro Milwaukee and in comparison to targeted commercial zip code districts. Use of federal, state and local sources of institutional data have been shown to be the most accurate and current sources of data because they are not based on the decennial census and projection estimates, which have been shown to substantially undercount central city neighborhoods. Purchasing power will be calculated using consumer expenditure survey data combined with annual Wisconsin Department of Revenue returns to detail by adjusted gross income ranges the amount of income spent in a variety of retail categories.

The data analyzed will include:

- 1) Consumer Expenditure Survey: The U.S. Census Bureau Consumer Expenditure Survey will be used to develop an estimate of purchasing power by income ranges for levels of income of tax filers in each geographic neighborhood analyzed.
- 2) Wisconsin Department of Revenue: Adjusted gross income data by zip code detail income by range for non-elderly single and married filers with and without dependents together with Earned Income Tax Credit (EITC) use. Aggregate earnings by income range will be used to estimate purchasing power using the Consumer Expenditure Survey. Trends over time detail the increasing number of working families.

### **Plans and Timetables for Implementation**

Work will begin immediately after an agreement is signed with the City of Milwaukee and University of Wisconsin-Milwaukee. Products will be delivered as completed with a four to six month period for the total project.

### **Staffing Requirements**

Key University professional staff will include:

- John Pawasarat, Director of the Employment and Training Institute, has prepared neighborhood indicators measuring employment and economic well-being of families in central city Milwaukee, has prepared labor market information for local government partners, and worked with large institutional databases assessing the impact of welfare reforms on Milwaukee County families.
- Lois M. Quinn, senior research scientist for the Institute, has worked with community organizations assessing the economic condition of Milwaukee County families with children and claim rates for the earned income tax credits and other worker benefits. With Pawasarat, she is authoring papers for the Brookings Institution on neighborhood asset mapping and uses of neighborhood indicators to measure central city economic changes.

### **Means for Evaluating the Project's Results**

Data, graphs, maps and technical papers on the market strengths of each of the targeted commercial areas will be delivered as they are completed. The data will be posted on the Internet and in printed reports. Where appropriate, the data will be publicized through the Milwaukee Journal Sentinel, community newspapers and the national media.

**EXHIBIT C**  
**To**  
**Contract # 03-160 (cm)**  
**DEPARTMENT OF CITY DEVELOPMENT OF THE CITY OF MILWAUKEE**  
**AND**  
**UNIVERSITY OF WISCONSIN MILWAUKEE EMPLOYMENT AND TRAINING**  
**INSTITUTE**

**RECORDS AND REPORTING REQUIREMENTS**

**A. Establishment and Maintenance of Records**

GRANTEE shall keep and maintain such books, records, and other documents as shall be required under state or federal rules and regulations now or hereafter applicable to grants in the nature of the Grant, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Grant proceeds and the total cost of the activities and materials paid for, in whole or in part, with Grant proceeds. All such books, records, and documents shall be maintained for a period of six (6) years following the final disbursement of Grant proceeds.

**B. Audits and Inspections**

At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, the appropriate federal or state agency may deem necessary, the GRANTEE shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine, and make audits of all contracts, invoices, material, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract, *unless disclosure of the materials is prohibited by applicable law.*

**EXHIBIT D**  
**To**  
**Contract # 03-160 (cm)**  
**DEPARTMENT OF CITY DEVELOPMENT OF THE CITY OF MILWAUKEE**  
**AND**  
**UNIVERSITY OF WISCONSIN MILWAUKEE EMPLOYMENT AND TRAINING**  
**INSTITUTE**

**COMPLIANCE WITH LAWS AND REGULATIONS**

GRANTEE shall comply with the following:

- A. Facilities in which programs for the Project are held shall be in compliance with Title VI, of the Civil Rights Act of 1964; Section 504, of the Rehabilitation Act of 1973; the Age Discrimination Act; and Title IX, of the Education Amendments of 1972 and the Americans with Disabilities Act of 1990.
- B. Funding for the Grant may be secured from CITY, state or federal sources. In the event that the CITY provides written notice to GRANTEE of specific state or federal laws, rules and regulations applicable to the Project, GRANTEE shall also comply with such provisions.

## **EXHIBIT E**

The Board of Regents of the University of Wisconsin System agrees to hold harmless the CITY, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of the Board of Regents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by Wisconsin Statute sections 895.46(1) and 893.82.

## **EXHIBIT F**

Performance under this Agreement may be terminated by the CITY upon ninety (90) days written notice; performance may be terminated by UWM if circumstances beyond its control preclude continuation of the project contemplated by this Agreement. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of the notice.

Upon termination, the CITY shall reimburse UWM for all costs and non-cancelable commitments incurred in the performance of the project and not yet paid for, so long as such reimbursement combined with other payment does not exceed the total estimated cost of the project contemplated under this Agreement.