



State of Wisconsin
Department of Financial Institutions

Scott Walker, **Governor**

Lon E. Roberts, **Secretary**

[Date]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of the [] day of [], 2016 by and between the State of Wisconsin (“**State**”), acting by and through the Wisconsin Department of Financial Institutions (“**DFI**”), and the City of Milwaukee (“**City**”).

BACKGROUND

The Wisconsin Department of Justice (DOJ) has made available \$2,000,000 – from the national settlement between Volkswagen and the States – for the elimination and rehabilitation of blighted properties within the City of Milwaukee. The demolition and rehabilitation of blighted properties is expected to have a positive impact on public safety, should help stabilize the values of the adjacent remaining properties, and may attract new investment in the affected neighborhoods.

THE UNDERTAKINGS OF THE PARTIES

1. **The City’s responsibilities:**

- a. The City of Milwaukee shall select and submit to DFI a list of properties, including property type (*e.g.*, residential, commercial or other), which will be demolished as part of the City’s efforts to eradicate blighted neighborhoods.
- b. The City shall select and submit to DFI a list of properties, including property type (*e.g.*, residential, commercial or other), which will be rehabilitated as part of the City’s efforts to eradicate blighted neighborhoods. The lists of properties may be amended by the City from time to time as circumstances require.
- c. The City shall notify DFI of the completion of the demolition or rehabilitation of those properties as they occur and submit for reimbursement under this program. Reimbursement shall occur no more often than monthly. With respect to requests for reimbursement of costs associated with rehabilitations, the request shall describe the services and work associated therewith and detail on the costs incurred by the City.
- d. The final submission for reimbursement by the City shall occur on or before June 1, 2018.
- e. The City shall submit with its request for reimbursement(s) to DFI “before” and “after” photographs of each of the properties demolished or rehabilitated.
- f. The City shall conduct its demolition or rehabilitation activities using reasonable efforts to develop employment and workforce opportunities for members of the community in which the properties are located and to create spaces suitable for neighborhood economic development.

- g. The City while acting under the terms of the MOU shall comply with all applicable laws, rules and regulations. The appropriate City official shall attest that the condition of any remaining vacant lot or rehabilitated property has been or will be left in a safe and appropriate condition.

2. **DFI's responsibilities:**

- a. Notwithstanding anything herein to the contrary, the maximum amount of reimbursement shall never exceed \$10,000 for any individual listed property and \$2,000,000 in the aggregate for all listed properties and all lists of properties shall be limited to funds made available from the Wisconsin DOJ.
- b. DFI shall make the final reimbursement to the City on or before June 29, 2018.
- c. Any undisbursed funds remaining with DFI on or after June 29, 2018 shall be returned to the Wisconsin DOJ.

The State, by virtue of providing funds to the City of Milwaukee for the purpose of the program, does not accept any liability or agree to indemnify any party by virtue of providing those funds. The City agrees to release and discharge the State of Wisconsin and DFI from any and all claims, demands and causes of action that may arise as a result of actions by the City and any third party while acting under the terms of the MOU. The City further agrees to indemnify and hold harmless the State of Wisconsin and DFI from all loss or damage the State of Wisconsin or DFI may suffer as a result of claims, demands, costs or judgments against either or both of the State of Wisconsin or DFI arising from the demolition, rehabilitation or elimination of blight contemplated or occurring as a result of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding to be effective as of the date first above written.

STATE OF WISCONSIN

By the Wisconsin Department of Financial Institutions

By: _____
Lon Roberts, Secretary

CITY OF MILWAUKEE

By the Office of the Mayor

By: _____
Tom Barrett, Mayor

CITY OF MILWAUKEE

By the City Clerk's Office

By: _____
Jim Owczarski, City Clerk