



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
rmarco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

February 21, 2017

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Attached is a fully executed copy of the Re-Invest City Homes Program Loan Agreement between Milwaukee Habitat for Humanity and the City of Milwaukee.

This agreement was executed pursuant to Common Council Resolution File No. 140550, approved October 23, 2014.

Sincerely,

Scott A. Stange
Procurement and Compliance Manager
Department of City Development

Enclosure
Cc: Gloria Analla (w/encl)
Larry Kilmer (w/o encl)



ORIGINAL

**RE-INVEST CITY HOMES PROGRAM
LOAN AGREEMENT**

THIS AGREEMENT is made and entered into as of this 27th day of January, 2017, by and between the CITY of Milwaukee, a Wisconsin municipal corporation ("CITY"), and Milwaukee Habitat for Humanity Inc., a 501(c)(3) organization ("Habitat").

WITNESSETH

WHEREAS, CITY wishes, to, capitalize a loan fund for the CITY's Re-Invest CITY Homes Program ("RICH Loan Fund") to provide financing for the acquisition and development of foreclosed and vacant properties, which loan fund is to be funded by a loan not to exceed \$600,000.00 from CITY to Habitat (the "Loan");

WHEREAS, the RICH Loan Fund program is a pilot program to facilitate the sale of CITY-owned homes to qualified owner occupant buyers by selling the properties for \$1 and providing a mortgage loan to finance the costs of acquisition and rehabilitation, and through a Request for Proposals process, Habitat was selected to collaborate with CITY to implement and administer the RICH Loan Fund program;

WHEREAS, Habitat has agreed to partner with CITY in the implementation of the RICH Loan Fund in accordance with, and subject to, the terms and conditions set forth in this Agreement;

WHEREAS, Common Council File Number 140550 authorizes the execution of this Agreement and the funding of the Loan in accordance with the Term Sheet; and,

WHEREAS, CITY has agreed to provide the Loan to Habitat, the proceeds of which will capitalize of the loan fund;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, CITY and Habitat agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

"Closing Date" means January 27, 2017.

"Event of Default" means the occurrence of any of the events described in Section 8. 1.

"Loan Documents" means this Agreement, the Note, and all other documents, instruments, agreements and certificates related to or executed in connection with this Agreement.

"Maturity Date" means the maturity date of the Note as provided in Section 2.2 of this Agreement.

"Note" means the Note from Habitat (as Maker) to CITY (as payee) in the form attached hereto as **Exhibit A**.

"Project" means the capitalization of CITY's RICH Loan Fund and the origination of loans with the Loan Fund.

"Project Funds" means the proceeds of the Loan, including the initial funds loaned to Habitat by CITY and all proceeds, principal and interest, received from borrowers under loans made by or through the Project

ARTICLE 2 THE LOAN

2.1 **The Loan**. CITY hereby makes a term loan in an aggregate principal amount not to exceed \$600,000.00 to Habitat. The principal amount will be disbursed to Habitat in disbursements of \$40,000.00 as Habitat originates loans as part of the Project.

2.2 **Term**. The Note will bear a final maturity date of June 30, 2028, ("Maturity Date").

2.3 **Interest Rate**. The Note shall bear interest at a rate of one per cent (1.0%) per annum during the term of the Loan. Payment of principal and interest shall be due at the times and in the amounts specified in the Note. Interest shall be calculated on the basis of actual days elapsed in a year of 360 days.

2.4 **Terminations or Default**. The entire principal loan balance and accrued interest on the Loan shall be due and payable upon the earlier of (i) the occurrence of an Event of Default or (ii) the Maturity Date.

2.5 **Loan Fund**. Habitat and CITY acknowledge that the Loan is part of the Project, the details of which are set forth in Article III.

ARTICLE 3 THE LOAN FUND

3.1 **The Project**. The Loan, along with other funds from Habitat, will be used to capitalize a loan fund for the CITY's RICH Program to provide financing for the acquisition and rehabilitation of 15 CITY-owned tax foreclosed and vacant properties for owner occupancy. Properties will initially be targeted to the Washington Park neighborhood ("target area", **Exhibit B**) and clustered so as to achieve the maximum neighborhood impact. Additional target areas may be identified by mutual agreement of the CITY and Habitat. CITY funding will allow Habitat to significantly increase their capacity to develop CITY-owned tax foreclosed properties for homeownership, as well as provide low cost mortgage financing for prospective buyers. The Project will be conducted and operated pursuant to the requirements set forth in this Agreement and the Loan Documents. Payments made by borrowers with respect to the loans made by Habitat, including all payments of

principal, interest, and proceeds from sale of property or from foreclosures will be used only to repay the Loan, and may not be used for or applied for any other purpose.

3.2 Operation of the Project. Funds from the Project will be loaned out to qualifying borrowers after review and approval pursuant to the underwriting guidelines attached hereto as Exhibit C ("Underwriting Requirements"). Habitat shall conduct the initial underwriting and screening of borrowers, and will accept referrals from CITY of potential participants. Habitat shall then provide the completed underwriting documents for each potential borrower to CITY for confirmation. Loans originated with the Project shall be administered by Habitat. Loans made under the Project shall be made only in compliance with the Underwriting Requirements. No loan may have a maturity date later than the Maturity Date.

3.3 Habitat's Project Responsibilities. In addition to the other duties and responsibilities set forth in this Agreement, with respect to the Project, Habitat shall do all of the following:

- a) Collaborate with CITY to select properties to be included in the Project.
- b) For each property Habitat selects to be rehabilitated and sold, it must provide a scope of work consistent with the CITY's rehabilitation standards (outlined in Article 3.4), and a description of the sources and uses of funds/budget for the property.
- c) Prior to commencing any rehabilitation work on a selected property, Habitat will take title to the property and hold title through the duration of the rehabilitation work.
- d) Perform rehabilitation work on the selected property in accordance with the scope of work developed for the property and approved by CITY.
- e) Subject to availability of inventory in the target area and economic feasibility constraints, Habitat will have completed or commenced construction on ten properties by June 30, 2017. If, at that time, construction has not commenced or been completed on ten properties, CITY and Habitat will reevaluate this Agreement for the purpose of determining continued activity by Habitat under the Program. Notwithstanding, Habitat will complete the rehabilitation and sale of all fifteen properties by June 30, 2018.
- f) To the greatest extent possible, utilize Section 3 businesses for at least 10% of the contracted work on each property (outlined in Article 3.7).
- g) For each rehabilitated property, Habitat will identify and underwrite buyers using the guidelines establish for the Project in Exhibit B. Habitat will provide buyer qualification and underwriting information to CITY to document and confirm their eligibility.
- h) For each rehabilitated property, make one loan to the buyer for the total sale price of the property. Each loan will contain \$40,000 of funds from the Loan.
- i) Record a first mortgage lien against the purchased property for the full amount of the loan.
- j) Include provisions in the sale/mortgage documents for each property in the Project a requirement that the property be owner occupied for a minimum of five years. Should during the five year period, the owner wishes to sell the property, it must be sold to a qualified owner occupant purchaser.
- k) Service each loan including escrowing funds for the payment of real estate taxes and property insurance.
- l) Comply with CDBG guidelines for 50% of the properties included in the Project (outlined in Article 3.6).

3.4 CITY's Project Responsibilities. In addition to the other duties and responsibilities set forth in this Agreement, with respect to the Project, CITY shall do all of the following:

- a) Collaborate with Habitat to identify properties for inclusion in the Project.
- b) Identify and reserve properties in the target area for sale to and rehabilitation by Habitat.
- c) Convey properties identified under Article 3.4(a) to Habitat for \$1.00 per property.
- d) Provide the Loan to Habitat.

3.5 Loan Repayment. In order to implement the Project, CITY will provide a loan of up to \$600,000 to Habitat who will relend the funds to owner occupant purchasers. The loan will have a 1% interest rate and be amortized over a ten year term. Loan funds will be disbursed to Habitat ("loan disbursement") in \$40,000 increments (\$40,000 per property developed and sold to a Project eligible buyer) upon completion of the scope of work for each property and sale of the property to a Project eligible buyer. All funds must be disbursed by June 30, 2018 unless an extension is mutually agreed to by CITY and Habitat. Habitat will repay the CITY's loan on a quarterly basis, with payments based on the 1) amount of the loan outstanding, the origination dates of the loan disbursements under the Project, the dates the buyers first mortgage payments are due and the monthly payment associated with a \$40,000 loan with a 1% interest rate and a 10 year amortization (\$350.42 per month). For example:

Property One

- Sold on April 15, 2017, loan disbursement made on April 15, 2017 – First mortgage payment is due June 2017

Property Two

- Sold on July 20, 2017, loan disbursement made on July 20, 2017 – First mortgage payment is due September 2017

Property Three

- Sold on August 23, 2017, loan disbursement made on August 23, 2017 – First mortgage payment is due October 2017

Quarterly Repayment Schedule

End of March 2017 - Q1	- No payment
End of June 2017 - Q2	- One month of payments on <i>Property One</i> (\$350.42)
End of September 2017 - Q3	- Three months of payments on <i>Property One</i> - One month of payments on <i>Property Two</i> (3 X \$350.42 + 1 X \$350.42 = \$1,401.68)
End of December 2017 - Q4	- Three months of payments on <i>Property One</i> - Three months of payments on <i>Property Two</i>

	<p>- Three months of payments on <i>Property Three</i></p> <p>$(3 \times \\$350.42 + 3 \times \\$350.42 + 3 \times \\$350.42 = \\$3,153.78)$</p>
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3.4 Minimum Rehabilitation Standards. Scopes of work for properties in the Project will be expected to address all existing code violations and lead hazards. Additionally, the replacement of roofs, porches, siding/exterior painting, and major mechanicals that appear to have less than 5 years life remaining should be included in scopes of work. Furnaces and hot water heaters installed under the program should be high efficiency, Energy Star rated models. To the extent the development budget allows, additional exterior and energy efficiency upgrades are encouraged. The rehabilitation of properties under the Project will be carried out in accordance with the CITY of Milwaukee’s “Rehabilitation Technical Specifications and Performance Standards” manual (available at <http://city.milwaukee.gov/RehabilitationTechni16398.htm>). Scopes of work will be expected to address all existing code violations and lead hazards. Any rehabilitation work funded with RICH Program funds will be required to comply with the requirements of the federal Lead-Safe Housing Rules found at 24 CFR 35.125 Subpart B. Contractors must notify the Milwaukee Health Department (MHD) prior to the commencement of work under the program and MHD will monitor rehabilitation work under the program for compliance with lead-safe practices and conduct required lead wipe testing at the conclusion of rehabilitation.

3.5 Sustainable Homeownership. To insure that homebuyers participating in the project will be successful homeowners, Habitat will:

- a) Provide pre- and post- purchase homeownership counseling to each buyer to help insure their successful transition to homeownership.
- b) Structure and service loans under the Project to include escrow accounts for property taxes and property insurance.
- c) Encourage homeowners’ involvement and participation in the local neighborhood organizations and block clubs.

3.6 CDBG Guidelines. 50% of the funding for the Project is comprised of Community Development Block Grant (“CDBG”) funds. CDBG guidelines regarding the expenditure of CDBG funds, including those detailed in **Exhibit D** will apply to 50% of the properties developed and homeowners served under the Project.

3.7 Human Resources. Habitat shall work with CITY to actively solicit Section 3 certified businesses for the Project. Habitat shall ensure that at least 10% of the total rehabilitation costs for the Project are used to hire Section 3 certified businesses and shall use its best efforts to ensure that

at least 25% of the total rehabilitation costs for the Project are used to hire Section 3 and/or Small Business Enterprises (“SBE’s”). In addition, Habitat will comply with the Section 3 requirements of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u; 42 U.S.C. 335 (d) as implemented in the United States Department of Urban Development’s regulations in 24 CFR part 135, as described in **Exhibit E**. Habitat will be required to track Section 3 and EBE participation in the Project.

3.8 **Reporting.** Beginning on the last business day of the quarter following the quarter in which the Closing Date of this Agreement falls, and on the last business day of each quarter during the Term of this Agreement, Habitat shall provide CITY via email with a quarterly report (the “Quarterly Report”). The Quarterly Report shall include information on (i) Habitat acquisition of homes from the CITY of Milwaukee (“CITY Homes”); (ii) Habitat’s efforts to market the CITY Homes; (iii) Habitat’s rehabilitation of the CITY Homes; (iv) a status report on Habitat’s hiring of Section 3 contractors; (v) any other information requested in advance by CITY; and (vi) any other information Habitat wishes to provide.

3.9 **Semi-Annual Meeting.** At every six month anniversary (or the first business day thereafter if the anniversary is does not fall on a business day) of the Closing Date, CITY and Habitat will meet for a semi-annual review. The first such meeting is scheduled for July 1, 2017.

3.10 **Records.** Habitat shall keep accurate, full and complete books and accounts for activities under the Project and this Agreement.

3.11 **Insurance Requirements.** Habitat shall maintain insurance coverage and limits as described in **Exhibit F**.

ARTICLE 4 HABITAT’S REPRESENTATIONS AND WARRANTIES

In order to induce CITY to make the Loan, Habitat represents and warrants to CITY as follows:

4.1 **Loan Purpose.** The proceeds of the Loan will be applied solely to finance Project and only in compliance with the terms of this Agreement and all Loan Documents.

4.2 **Habitat.** Habitat is a corporation legally formed and validly existing under the laws of the State of Wisconsin and has filed the required annual report with the State for the most recently completed report year and has obtained a Certificate of Authority to transact business in the State of Wisconsin.

4.3 **Authorizations and Binding Effect.** The execution and delivery by Habitat of the Loan Documents to which it is a party, and the performance by Habitat of its obligations there under, are within its corporate power, have been duly authorized by proper action on the part of Habitat’s Board of Directors, are not in violation of any existing law, rule or regulation of any governmental agency or authority, any order or decision of any court, Habitat’s Articles of Incorporation and Bylaws, or the terms of any agreement, restriction or undertaking to which Habitat is a party or by which it is bound, and do not require the approval or consent of any

governmental body, agency or authority or any other person or entity. The Loan Documents to which Habitat is a party will constitute the valid and binding obligations of Habitat enforceable in accordance with their terms and conditions, except as limited by bankruptcy, insolvency or similar laws of general application affecting the enforcement of creditors' rights and except to the extent that general principles of equity might affect the specific enforcement of such Loan Documents.

4.4 Litigation. There is no litigation or administrative proceeding pending or, to the knowledge of Habitat, threatened against or affecting Habitat or the properties of Habitat, which if determined adversely, would have a material, adverse effect upon the business, financial condition or properties of Habitat.

4.5 Accuracy of Information. All information furnished by Habitat to CITY is true, correct and complete in all material respects as of the date furnished and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information not misleading.

4.6 No Default. There exists no default under the terms of any material agreement instrument evidencing indebtedness for borrowed money to which Habitat is a borrower.

4.7 Taxes. Habitat has filed all federal, state and other income and other tax returns required to be filed, if any, which returns properly reflect taxes owed by Habitat for the period covered thereby and it has paid or made appropriate provisions for the payment of all taxes which may become due pursuant to said returns and for the payment of all present installments of any assessments, fees and other governmental charges upon Habitat or any of its property.

ARTICLE 5 CONDITIONS FOR BORROWING

CITY's obligation to make the Loan is subject to the satisfaction of the following conditions:

5.1 On or Before the Closing Date. Habitat shall have delivered to CITY the following, all in form and content satisfactory to CITY:

- a) The Note, duly executed by Habitat.
- b) This Agreement, duly executed by Habitat.
- c) Certificate of Secretary. A certificate of the secretary of Habitat: (i) attaching a copy of the resolutions of the board of directors of Habitat, authorizing the execution, delivery and performance by Habitat of this Loan Agreement and any other documents delivered or to be delivered in connection herewith, (ii) certifying the names of the officers of Habitat authorized to sign this Agreement and the other documents delivered or to be delivered in connection herewith, (iii) attaching true, correct and complete copies of the Articles of Incorporation and Bylaws of Habitat, and (iv) providing the federal tax identification number of Habitat.

- d) Certificate of Good Standing. Bank shall have received a Certificate of Status of Habitat as of a date no earlier than 5 days prior to the Closing Date, certified by the Wisconsin Department of Financial Institutions.
- e) Financial Statements. Habitat's current Financial Statements certified by Habitat.

5.2 At the time of the disbursement of funds hereunder by CITY, (a) Habitat shall be in compliance with all of the terms and conditions set forth in this Agreement on its part to be observed or performed, and (b) no Event of Default, as defined in this Agreement, nor any event which upon notice or lapse of time or both would constitute an Event of Default, shall have occurred and be continuing at the time of such disbursement.

ARTICLE 6 BORROWER'S AFFIRMATIVE COVENANTS

Habitat covenants that until the Note has been paid in full:

6.1 Use of Project Funds. Habitat shall utilize the Project Funds only for the Project and at all times in compliance with the terms of this Agreement and the Loan Documents.

6.2 Financial Statements and Reports. Habitat will furnish to Bank:

- a) at the end of each fiscal year of Habitat and in any event within 45 days thereafter, an annual report of loan activity, in such detail as CITY may reasonably request;
- b) at the end of each fiscal year of Habitat and in any event within 180 days thereafter, the annual audited financial statements of Habitat, including a balance sheet, income statement and statement of changes in cash flows, prepared in accordance with Generally Accepted Accounting Principles and setting forth in each case in comparative form the figures for the previous year;
- c) any additional documents, including the annual budget of Habitat, reports of independent accountants and notices of any event material to the business of Habitat that are sent to the directors of Habitat.
- d) promptly upon request, any additional documents or information reasonably requested by CITY as to the Project or Habitat.

6.3 Books and Records. Habitat shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of the proceeds of the Loan, the total cost of activities paid for, in whole or in part,

with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources.

- 6.4 Audits. All such books, records and other documents maintained by Habitat under Sections 6.2 & 6.3 shall be available at the offices of Habitat for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of CITY.
- 6.5 Management. Habitat shall at all times maintain management and staff with qualifications and skills necessary and appropriate to manage the Project in compliance with the Loan Documents, and shall utilize such other resources as appropriate for the Project.
- 6.6 Notice of Breach or Compliance Failure. Habitat shall immediately notify CITY of any breach of, or failure to comply with, any covenant or agreement contained in this Agreement or any other Loan Document.

ARTICLE 7 HABITAT'S NEGATIVE COVENANTS

Habitat covenants that, without the prior written consent of CITY, it will not, until the Note has been paid or discharged in full pursuant to its terms and conditions:

- 7.1 Limitations on Transfers. Sell, transfer, or assign any ownership interest in itself or the Project without the prior written consent of CITY.
- 7.2 Discrimination Prohibited. Commit or participate in committing any act of discrimination against any person on the basis of race, color, sexual orientation, sex, age, disability, lawful source of income, marital status, familial status, or national origin or ancestry in connection with the Project.
- 7.3 Merger and Name. Habitat will not merge or consolidate, or enter into any analogous reorganization or transaction with any person or entity or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) or permit any other entity to merge into it, or acquire all or a substantial part of the assets of any other person or entity, without the prior written consent of the CITY. Habitat will not change its name or the state in which it is organized without 30 days' prior written notice to CITY.
- 7.4 Nature of Business. Habitat shall not engage in any line of business or operation materially different from that presently engaged in by Habitat.
- 7.5 Use of Proceeds and Funds. Habitat shall not use, and shall not permit the use of, the proceeds of the Loan or the proceeds from any loan made under the Project for any purpose other than as set forth in this Agreement, including without limitation Sections 3.1 and 6.1 hereof.

ARTICLE 8
EVENTS OF DEFAULT; REMEDIES.

8.1 Events of Default. The occurrence of any of the following shall constitute an Event of Default:

- a) Failure to Pay Note. Habitat's failure to pay principal or interest due on the Note within ten (10) days after the same has become due and payable; or
- b) Falsity of Representations and Warranties. Should any representation or warranty made in any Loan Document be false in any material respect on the date as of which made or as of which the same is to be effective; or
- c) Breach of Covenants and Agreements. Habitat's failure to comply with any covenant or agreement contained herein or in any Loan Document and continuance of such default for a period of thirty (30) days after written notice to Habitat from CITY (or such longer period as may be agreed to in writing by CITY); or
- d) Insolvency or Bankruptcy. Habitat's becoming insolvent or the subject of insolvency proceedings, failure generally to pay its debts as and when the same become due, making an assignment for the benefit of creditors, or having a receiver, trustee, custodian or other similar official appointed for, or take possession of, any substantial portion of Habitat's property; or Habitat taking any corporate action to authorize it to become the subject of proceedings under the U.S. Bankruptcy Code (the "Code"), executing or filing of a petition to become a debtor under the Code, has an involuntary petition under the Code filed against which remains un-dismissed for a period of 60 days or becoming the subject of an order for relief entered pursuant to the Code.

8.2 Remedies. Upon the occurrence of an Event of Default, the Note shall, upon written notice from CITY, become immediately due and payable in full. Presentment, demand, protest and notice of nonpayment and dishonor are hereby expressly waived.

8.3 Waiver. CITY may waive any Event of Default without waiving any other subsequent or prior Event of Default by Habitat. No delay on the part of CITY or any subsequent holder of the Note in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein described are cumulative and not exclusive of any other rights or remedies which CITY may otherwise have.

**ARTICLE 9
INDEMNIFICATION OF CITY**

Habitat shall indemnify and hold harmless CITY, its officers, employees, officials and agents from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable counsel fees) and liabilities arising from, in connection with, or as a result of the operation, construction or maintenance of the Project or any actions of Habitat undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect CITY against its own default, negligence, or willful misconduct.

**ARTICLE 10
MISCELLANEOUS**

10.1 Survival. The agreements, representations and warranties contained herein shall survive closing and execution and delivery of the Loan Documents.

10.2 Notices. All notices provided for herein shall be in writing and shall be (a) delivered or (b) sent by express or first class mail; and, if to CITY, addresses it at:

Department of City Development
809 North Broadway, Third Floor (NIDC)
Milwaukee, WI 53202

With copy to:

Department of City Development
Attn: Scott Stange
809 North Broadway, Third Floor
Milwaukee, WI 53202

And, if to Habitat, address it at:

Milwaukee Habitat for Humanity
3726 North Booth Street
Milwaukee, WI 53212

Or to such other address with respect to either party as such party shall notify the other in writing; such notices shall be deemed given when delivered or mailed.

10.4 Titles. The titles of sections in this Agreement are for convenience only and do not limit or construe the meaning of any section.

10.5 Parties Bound. The provisions of this Agreement shall inure to the benefit of and be binding upon any successor of any of the parties hereto and shall extend and be available to any holder of the Note.

10.6 Governing Law. This Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of Wisconsin.

10.7 Entire Agreement. This Agreement and the other Loan Documents shall constitute the entire agreement of the parties pertaining to the subject matter hereof and shall supersede all prior or contemporaneous agreements and understandings of the parties in connection therewith.

10.8 Limitation on Waivers. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach hereunder on any other occasion. No remedy herein conferred upon or reserved to CITY is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by virtue of other contracts. No delay or omission to exercise any right or power available upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle CITY to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

10.9 Amendments. This Agreement shall not be effectively amended, changed, modified, altered or terminated and no modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

10.10 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

10.11 Severability. If any provisions 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 in all jurisdictions, 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 circumstance shall not have the effect of rendering the provisions in question inoperative or unenforceable in any other case or circumstances, 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, shall not affect the remaining portions of this Agreement, or any part thereof.

10.12 Time of the Essence. Time is of the essence of this Agreement.

10.13 Public Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Habitat acknowledges that it is obligated to assist the CITY in retaining and producing records

that are subject to Wisconsin Public Records Law, and Habitat must defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven years from the date of this Agreement.

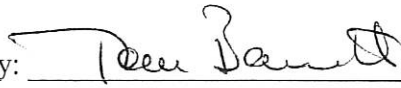
[Signatures on Following Pages]

WHEREOF, the parties have executed this Agreement as of the day, month and year first above:

MILWAUKEE HABITAT FOR HUMANITY

CITY OF MILWAUKEE

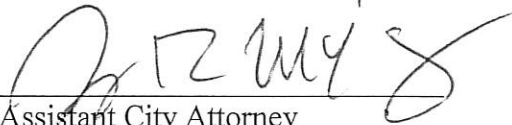
By: 
Its: Brian Sonderman

By: 
Tom Barrett, Mayor

By: 
James R. Owczarski, City Clerk

By: 
Martin Matson, City Comptroller *JB*

Approved as to content, form and execution
this 31 day of January, 2017.


Assistant City Attorney

EXHIBITS

Exhibit A	Note
Exhibit B	Targeted Neighborhood Map
Exhibit C	Underwriting Requirements
Exhibit D	CDBG Guidelines
Exhibit E	Section 3 Requirements
Exhibit F	Insurance Requirements

EXHIBIT A

Note

\$600,000.00

Milwaukee, Wisconsin
January 27, 2017

FOR VALUE RECEIVED, Milwaukee Habitat for Humanity, a Wisconsin non-profit corporation ("Maker") promises to pay to the order of City of Milwaukee or any future holder hereof ("Payee"), the principal sum of Six Hundred Thousand U.S. Dollars (\$600,000.00) pursuant to the terms of that certain Loan Agreement ("Loan Agreement") dated on a date even herewith, entered into by Maker and Payee. Principal shall be disbursed from Maker to Payee in increments of Forty Thousand U.S. Dollars (\$40,000). Principal and interest due hereunder shall be paid as follows:

1. Interest on the principal balance of the loan evidenced by this Note shall accrue at the rate of one percent (1.0%) per annum.
2. Principal and interest shall be payable in accordance with the Loan Repayment schedule detailed in Article 3.5 of the Loan Agreement.
3. All payments under this Note shall be applied first to the payment of interest then due and the balance, if any, to principal. Interest will be calculated on the outstanding principal balance on the basis of a 360-day year comprised of twelve 30-day months to the date of receipt by Payee. If any payment received is less than interest due to the effective date of receipt of such payment, Payee reserves the right to add any such deficiency to principal.
4. Principal and interest shall be due and payable on June 30, 2028.

All payments of principal and interest due hereunder shall be paid to Payee at 809 N. Broadway, Second Floor, Milwaukee, WI 53202 or to such other person or at such other address as Payee may from time to time direct.

The entire outstanding balance of principal, if not sooner paid, together with all interest accrued thereon shall be due and payable as provided in the Loan Agreement.

This Note may be prepaid in full or in part at any time without penalty, provided that such prepayment must be accompanied by any unpaid and accrued interest. This note also requires the waiver of any prepayment fee associated with any potential prepayment.

Upon the occurrence of an Event of Default under the Loan Agreement, provided such Event of Default has not been cured to the reasonable satisfaction of Payee within the applicable cure period, the entire outstanding principal balance plus accrued interest shall, at the option of Payee, and without notice, notice being hereby expressly waived, mature

EXHIBIT A

and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time or upon the occurrence of any subsequent Event of Default.

Maker waives and renounces presentment, protest, demand and notice of dishonor and any and all lack of diligence or delay in collection or endorsement hereof, and expressly consents to any extension of time, release of any party liable for these obligations, release of any security which may have been or which may hereafter be granted in connection herewith, or any other indulgence or forbearance which may be made without notice to Maker and without in any way affecting the liability of Maker.

If any Payment due under this Note or any payment required under the Loan Agreement is not fully paid within ten (10) days after the date due, Maker shall pay to Payee a late charge equal to five percent (5%) of such installment payment, to compensate Payee for the extra cost of handling delinquent payments. Neither the requirement that such late charge be not paid, nor the payment of the late charge, will be deemed to be a waiver of a default arising from the late payment.

Nothing contained herein nor any transaction related hereto shall be construed or shall so operate either presently or prospectively (a) to require the payment of interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require the payment or the doing of any act contrary to law; but if any clause or provision herein contained shall otherwise so operate to invalidate this Note and/or the transaction related hereto, in whole or in part, then such clause(s) and provision(s) only shall be held for naught as though not contained herein and the remainder of this Note shall remain operative and in full force and effect.

If for any reason interest in excess of the amount as limited in the foregoing paragraph shall have been paid hereunder, whether by reason of acceleration or otherwise, then in that event any such excess interest shall constitute and be treated as a payment of principal hereunder and shall operate to reduce such principal by the amount of such excess on the date received by Payee, or if in excess of the then principal indebtedness, such excess shall be refunded.

All of the covenants contained herein shall bind, and the benefits hereof shall also inure to the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The rights and remedies of Payee as provided in this Note shall be cumulative and concurrent, and may be pursued singularly, successively or together against Maker, at the discretion of Payee.

This Note shall be construed in accordance with the laws of the State of Wisconsin.

The Maker agrees that if, and as often as, this Note is placed in the hands of an attorney for collection, or to defend or enforce any of the Payee's rights hereunder or under any document securing this Note, whether or not litigation is commenced, the undersigned

EXHIBIT A

shall pay to Payee, Payee's reasonable attorney's fees, together with all court costs and other expenses incurred or paid by Payee in connection therewith.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note as of the date first above.

Milwaukee Habitat for Humanity

By: 

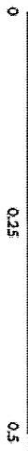
Brian Sonderman - Executive Director

1050-2016-1316:231002

EXHIBIT B

RE-INVEST CITY HOMES PROGRAM
TARGET AREA MAP

Prepared by the Dept. of City Development Planning Division, 1/9/18/2018
Source: City of Milwaukee Information Technology Management Division, NIDC



MAP LEGEND

 RICH Program Target Area



Document Path: E:\GIS_Data\Projects\016\Projects\16-10-06_RICH Program Overview Map\Map - RICH Program Area Overview.mxd

EXHIBIT C

Excerpt from:
Re-Invest City Homes "RICH" Program Sheet
Program Description, Underwriting Criteria and Loan Terms
(attached to Common Council File #140550)

Underwriting Criteria

The Neighborhood Improvement Development Corporation ("NIDC") shall consult the buyer's credit report for trends, but shall disregard "credit scores" in favor of the following criteria when qualifying buyers for the Re-Invest City Homes ("RICH") program:

1. The properties are City-owned single-family or duplex residential properties in the most distressed census tracts of the city with the highest concentration of foreclosed, vacant and distressed properties.
2. The rehabilitated property shall be owner-occupied for at least 5 years after purchase and the buyer must remain current on all property taxes.
3. The borrower shall:
 - a. Not have been a City of Milwaukee homeowner within the last 2 years. This requirement shall be waived for potential borrowers who have been City of Milwaukee homeowners within the last 2 years, but who are not City of Milwaukee homeowners at the time of application as the result of divorce action or similar circumstance.
 - b. Be employed continuously for one year, or be able to document self-employment with tax returns for 2 years.
 - c. Be current on rent and provide landlord statements attesting to rent payment history.
 - d. Be current on all utility payments and any debt obligations.
4. The borrower shall provide bank statements for the past 3 months.
5. The borrower's mortgage debt ratio, defined as total monthly principal payments on debt incurred by the borrower to complete rehabilitation of the property plus amortized monthly property taxes and homeowner's insurance premiums, divided by the borrower's gross monthly income, shall not exceed 30%.
6. The borrower's total debt ratio, defined as the borrower's total monthly debt payments including monthly payments for principal, taxes and insurance on the RICH loan, car payments, student loan payments, installment payments or other monthly debt repayments, divided by the borrower's gross monthly income, shall not exceed 40%.
7. The borrower shall have no:
 - a. Outstanding debt collection judgments at closing.
 - b. Bankruptcy judgments within the past 2 years.
 - c. Outstanding City citations.
8. Borrowers with credit scores which would not qualify them for conventional home loan mortgages shall receive credit counseling.

EXHIBIT D

COMMUNITY DEVELOPMENT BLOCK GRANT GUIDELINES RE-INVEST CITY HOMES PROGRAM

Community Development Block Grant ("CDBG") funds will be used for 50% of the total Re-Invest City Homes (RICH) program. The following CDBG guidelines will apply to 50% of properties developed and homeowners served under the Project.

Affordable Housing Units

Homebuyer must have household income less than 80% median income

Property Standards

Preconstruction requirements

- Developer to submit to the City of Milwaukee the standard Feasibility Package consistent with CDGA federally funded projects to include (checklist found on Page 2 of Exhibit D)

Post construction requirements

- Property to achieve code compliance through the City of Milwaukee Department of Neighborhoods Services
- Property to achieve lead clearance through the City of Milwaukee Health Department
- Property to be rehabbed to City of Milwaukee rehabilitation standards outlined in Section 3.4 of the Re-Invest City Homes Program Loan Agreement
- Project to meet City of Milwaukee procurement standards (Procurement Policy Procedures found on Page 3 of Exhibit D)

EXHIBIT D

CDGA FEASIBILITY PACKAGE CHECKLIST

ORGANIZATION NAME: _____

FUNDED ACTIVITY: _____

PROJECT ADDRESS: _____

Section A

- | | |
|--|--|
| _____ Residential Project Description (HPG-1) | _____ Development Budget (HPG-2) |
| _____ Sources and Uses | _____ Cost Estimate and Summary by Trade (HPG-3) |
| _____ Plans and Specifications | _____ Project Timeline |
| _____ Environmental Statutory Checklist (HPG-4 or HPG-5) | _____ Relocation Strategy Letter (HPG-6) |
| _____ Property Insurance | _____ HP24 Development Summary Form (HPG-11) |
| _____ Lender/Financing Commitment Letter | _____ HOME Setup Form (HPG-12) |
| _____ Photographs of the Property and Street Scene | _____ Developer/Staff Resume |
| _____ List of all Current Projects | _____ Board Approval |
| _____ Offer to Purchase (including Addendums) | _____ Market Assessment/Analysis |

Section B

RENTAL PROJECTS (in addition to Section A)

- | | |
|--|---|
| _____ Performa – Rental Properties Only (HPG-10) | _____ Tenant Participation Plan (CHDO Projects) |
| _____ Developer Agreement and/or Term Sheet | |

HOMEBUYER PROJECTS (in addition to Section A)

- | | |
|--|--|
| _____ Seller Notification Letter (HPG-8) | _____ Offer to Purchase (Buyer) |
| _____ Payment Analysis for Prospective Purchaser (HPG-9) | _____ Front and Back Ratio (if pre-sold) |
| _____ Appraisal (After Rehab) | |

All forms can be found in the Housing Production Guide (HPG)

EXHIBIT D

REQUIRED CITY PROCUREMENT POLICY PROCEDURES

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

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

Exhibit E

CITY OF MILWAUKEE – NEIGHBORHOOD IMPROVEMENT DEVELOPMENT CORPORATION (NIDC)
CONTRACTOR RESPONSIBILITIES UNDER SECTION 3

What is Section 3?

Section 3 is enforced by the U.S. Department of Housing and Urban Development (HUD.) Section 3 seeks to ensure that low income residents of the local community have access to the employment and contracting opportunities created by HUD funded programs. NIDC supports and encourages HUD's Section 3 goals.

What projects are subject to Section 3?

If you are a contractor who receives an NIDC contract for more than \$100,000, your project is subject to Section 3 requirements and you have certain responsibilities to comply with Section 3. Whether or not your bid on this project is over \$100,000, NIDC requests that you and your subcontractors fill out a "Section 3 Business Certification Form."

What are Contractors' responsibilities under Section 3?

If you are a contractor who, in a single contract, receives more than \$100,000 of Federal funding through NIDC, the following requirements apply to your project and will be included in the contract (See attached "Section 3 Clause" for language which will be included in contracts):

- Include the "Section 3 Clause" (see attached) in all contracts with your subcontractors on this project.
- Submit a "Section 3 Business Certification Form" and require all subcontractors working on a NIDC funded project to submit a "Section 3 Business Certification Form."
- Strive to meet the Section 3 Business participation goal of at least 10% of the total dollar amounts of construction contracts or subcontracts associated with this contract are awarded to Section 3 Businesses (the definition of a Section 3 Business is below).
- If this contract results in you or your contractors/subcontractors hiring **new employees**, you and your contractors/ subcontractors must attempt to identify and hire qualified Section 3 residents (the definition of a Section 3 resident is below) to fill these positions. "Attempt" means efforts such as recruiting low-income residents through local advertising media, displaying signs at the project site, contacting area community and workforce development organizations, or similar methods. If new employment opportunities are created as a result of this project, NIDC will require documentation of the steps you and your contractors/subcontractors took to identify and hire qualified Section 3 residents.
- Submit a Section 3 Participation Report at the conclusion of each project.

What is a Section 3 Business?

Section 3 Businesses are one of the following:

1. Businesses that are 51% or more owned by Section 3 Residents.
2. Businesses where at least 30% of employees are currently Section 3 Residents, or were within three years of the date of hire.
3. Businesses that commit to and document that at least 25% of the dollar amount of all subcontracts associated with its work on a project will be carried out by businesses which meet one of the two above criteria.

Exhibit E

Who is a Section 3 Resident?

Section 3 Residents are:

1. Residents of Public Housing or
2. Individuals that reside in the City of Milwaukee and whose household incomes do not exceed the thresholds below.

(Income levels effective June 6th, 2016)

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$39,350	\$44,950	\$50,550	\$56,150	\$60,650	\$65,150	\$69,650	\$74,150

Is there a current list of Section 3 Businesses?

There is no current list of Section 3 Businesses in the Milwaukee Area. Currently, NIDC relies on businesses self-certification to determine whether or not a business is a Section 3 Business. While the criteria are not identical, many City of Milwaukee certified Emerging Businesses Enterprises (EBEs) may also qualify as Section 3 Businesses. A list of EBEs is available at:
<http://www.city.milwaukee.gov/EmergingBusinessEnte1389.htm>

If you or your sub-contractors are seeking a referral source for qualified Section 3 Residents to be considered for new employment opportunities arising out of NIDC funded projects, please contact the Wisconsin Regional Training Partnership at 414-342-9787 or the Milwaukee Area Workforce Investment Board at 414-270-1700.

If you have additional questions about Section 3 requirements, please contact NIDC.

Exhibit E

**City of Milwaukee – Neighborhood Improvement Development Corporation
Section 3 Business Certification**

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

Section 3 Person Criteria: A Section 3 qualified person must:

- 1) Be a resident of Public or Indian Housing; or,
- 2) Live in the City of Milwaukee **and**, earn no more than the following amounts:

(Income levels effective June 6th, 2016)

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$39,350	\$44,950	\$50,550	\$56,150	\$60,650	\$65,150	\$69,650	\$74,150

Section 3 Statement: Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: The City of Milwaukee or NIDC may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future City of Milwaukee or NIDC projects.

If you have any questions about this form, please call NIDC at (414) 286-5608.

Exhibit E

SECTION 3 CLAUSE

(for inclusion in all section 3-covered contracts)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)

EXHIBIT F

INSURANCE REQUIREMENTS INFORMATION

To All Community Development Grants Administration Subgrantees:

The following insurance limits and coverage are required of your project(s):

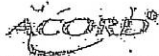
- Insurance coverage must cover the full calendar year; January 1 through December 31.
- A general comprehensive liability broad form insurance policy with a combined single limit B.I./P.D. of \$500,000.
- If automobiles are used in the performance of your program descriptions, you are to acquire automobile liability insurance of \$250,000/\$500,000 for Bodily Injury, \$100,000 Property Damage, or a policy having a combined single limit of \$500,000 B.I./P.D. Also designate whether or not the vehicles being used in the performance of the project are owned, hired, or non-owned.
- The State of Wisconsin requires minimum statutory limits of Workers Compensation.
- The City of Milwaukee is to be named as an additional insured on all liability coverage. *The Endorsement Policy along with the Disclaimer notice must be included.*
- An Affidavit of No Interest is to accompany the Certificate of Insurance.
- An Affidavit Regarding Cancellation Provisions and the requested copy must also accompany the Certificate of Insurance.
- If your project is granted a cash advance, then you are required to purchase and maintain forgery and alteration, and fidelity bond insurance in an amount at least equal to the amount of the cash advance. Each of the above insurance dollar amounts must be the same and listed on the Certificate of Insurance.
- Policy numbers are required on the Certificate of Insurance. The City will not accept a binder.

If your parent corporation is receiving more than one grant, then your limits have to match the combined total of the grants received.

If you have any further questions regarding this communication, please contact your Grant Monitor.

Rev. 08/10

EXHIBIT F



CERTIFICATE OF LIABILITY INSURANCE

OP ID 08

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:	CONTACT NAME:	
	PHONE (MC, RV, EX):	FAX (AVG, No):
	EMAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED:	INSURER A:	INSURER(S) AFFORDING COVERAGE
	INSURER B:	NAIC #
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR. WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. Occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCL/BOB? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A				W/STATE/TORATORY LIMITS: <input type="checkbox"/> PER- <input type="checkbox"/> E.L. EACH ACCIDENT \$ <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Milwaukee is to be named as an additional insured on all liability coverage.

CERTIFICATE HOLDER

City of Milwaukee
 Community Development Grants Administration
 200 East Wells Street, Room 606
 Milwaukee, WI 53202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT F

Sample

AFFIDAVIT OF NO INTEREST

STATE OF _____)
) SS
) _____
) COUNTY

_____, being first duly sworn, an oath deposes and
says that he/she is the agent of the _____ Insurer
 (Insurance Company)
on the attached Certificate of Insurance issued to _____
 (Insured)

Affiant further deposes and says that no officer, official or employee of the City
of Milwaukee has any interest, directly or indirectly, or is receiving any premium
commission, fee, or other thing of value on account of the sale or furnishing of said policy.

Signature of Agent

Subscribed and Sworn to before me

this _____ day of _____, 20____

Notary Public, _____ County, Wisconsin

My Commission expires _____

EXHIBIT F

Sample

AFFIDAVIT REGARDING CANCELLATION PROVISIONS

STATE OF _____)
)
 _____ COUNTY)

_____, being first duly sworn
on oath, deposes and says that he/she is the agent of _____
_____, the insurer on the attached
certificate of insurance issued to _____
(the insured).

Affiant further deposes and says that attached hereto is a true and correct copy of
the provisions of said policy governing notice to additional insured(s) in the event of
cancellation of said policy prior to its termination date.

Signature of Agent

Subscribed and Sworn to before me

This _____ day of _____, 20____.

Notary Public, _____ County, Wisconsin

My commission expires _____

EXHIBIT F

SAMPLE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT F

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

NAME OF ORGANIZATION INSURED:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:

City of Milwaukee

Milwaukee, WI 53202

(Be sure to include the Policy Number,
the Name of the insured organization
and the City of Milwaukee as required.)