



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

ALD. JOE DAVIS, SR., CHAIR
Ald. T. Anthony Zielinski, Vice-Chair
Ald. James Witkowiak, Ald. Willie Wade, Ald. Terry Witkowski
Staff Assistant, Tobie Black, 286-2231
Fax: (414) 286-3456, E-mail: tblack@milwaukee.gov

Monday, November 23, 2009

9:00 AM

Room 301-B, City Hall

1. [090933](#) Appointment of Kenneth Alburg to the Business Improvement District Board #31 (Havenwoods) by the Mayor.

 Sponsors: THE CHAIR
 Attachments: [Appointment Letter](#)
 [Resume](#)
 [Hearing Notice List](#)

2. [090935](#) Appointment of Daniel Gumm to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

 Sponsors: THE CHAIR
 Attachments: [Appointment Letter](#)
 [Resume](#)
 [Hearing Notice](#)

3. [090936](#) Reappointment of Geralyn Flick to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

 Sponsors: THE CHAIR
 Attachments: [Reappointment Letter](#)
 [Resume](#)
 [Attendance Record](#)
 [Hearing Notice List](#)

4. [090921](#) Substitute resolution relative to the application, acceptance and funding of the Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program from the U. S. Department of Housing and Urban Development through the Wisconsin Department of Commerce.

 Sponsors: Ald. Davis

Attachments: [Cover Letter](#)
 [Operating Grant](#)
 [Emergency Assistance Program Contractors](#)
 [Fiscal Note](#)
 [Hearing Notice List](#)

5. [090922](#) Substitute resolution relative to the transfer of LID funding from the Riverworks Development Corp. to another Service Provider.

Sponsors: Ald. Davis

Attachments: [Cover Letter](#)
 [Fiscal Note](#)
 [Hearing Notice List](#)

6. [090865](#) Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2010 community development activity and to authorize execution of contracts and subcontracts by City departments.

Sponsors: THE CHAIR

Attachments: [Fiscal Note](#)
 [Cover Letter](#)
 [Contract](#)
 [Hearing Notice List](#)

7. [090881](#) Resolution approving the Year 2010 Operating Plan for Business Improvement District No. 17 located in the City of Milwaukee.

Sponsors: THE CHAIR

Attachments: [BID 17 Operating Plan](#)
 [Fiscal Note](#)
 [Hearing Notice List](#)

8. [090561](#) Substitute resolution creating Business Improvement District No. 42, Schlitz Park, and approving its first year Operating Plan, in the 3rd Aldermanic District.

Sponsors: Ald. Kovac

Attachments: [City Plan Commission Letter](#)
 [Proposed Operating Plan-Revised](#)
 [Proposed Operating Plan](#)
 [City Attorney Letter dated 11-13-09.pdf](#)
 [Fiscal Analysis](#)
 [Notice Published for CPC on 9-4-09 and 9-11-09](#)
 [Substitute Fiscal Note](#)
 [Fiscal Note](#)
 [Hearing Notice List](#)

9. [090852](#) Resolution related to authorization for the acceptance and expenditure of contributions received by the Milwaukee Public Library for library programs and materials.
- Sponsors: THE CHAIR
- Attachments: [Letter to the Common Council](#)
- [Fiscal Note](#)
- [Hearing Notice List](#)
-
10. [090924](#) Resolution authorizing the transfer and expenditure of \$21,000 from the Development Fund for the Atkinson, Capitol and Teutonia State Transportation Enhancement Project.
- Sponsors: Ald. Hamilton
- Attachments: [Fiscal Analysis](#)
- [Fiscal Note](#)
- [Hearing Notice List](#)
-
11. [090925](#) Resolution authorizing an expenditure from the Development Fund for the 30th Street Industrial Corridor Workforce Training Program, in the 1st, 4th, 7th and 15th Aldermanic Districts.
- Sponsors: Ald. Hamilton
- Attachments: [Program Plan as of 11-16-09](#)
- [Fiscal Analysis](#)
- [Fiscal Note](#)
- [Hearing Notice List](#)
-
12. [090880](#) Communication from the Department of City Development relating to the 2009 point in time survey of homelessness in Milwaukee.
- Sponsors: THE CHAIR
- Attachments: [Point in Time Survey of Homelessness in Milwaukee - January 28, 2009.pdf](#)
- [Hearing Notice List](#)
-
13. [090823](#) A substitute ordinance relating to local business enterprise contracting standards.
- Sponsors: Ald. Hamilton
- Attachments: [Cover Letter](#)
- [Fiscal Note](#)
- [Hearing Notice List](#)

The following item may be placed on file as no longer needed:

14. [090558](#) Resolution creating Business Improvement District No. 45, Silver Lane, and approving its First Year Operating Plan, in the 5th Aldermanic District.
- Sponsors: Ald. Bohl

Attachments: [City Plan Commission Letter.doc](#)
[Notice Published for CPC on 9-4-09 and 9-11-09](#)
[Map of Proposed BID](#)
[Notice Published on 10-12-09 and 10-19-09](#)
[Petitions in Opposition Filed with City Planning Commission](#)
[Memo to CPC regarding Protest Petition.pdf](#)
[Fiscal Note](#)

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

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

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

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

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



Legislation Details (With Text)

File #: 090933 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Kenneth Alburg to the Business Improvement District Board #31 (Havenwoods) by the Mayor.

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 31

Attachments: Appointment Letter, Resume, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090933

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Kenneth Alburg to the Business Improvement District Board #31 (Havenwoods) by the Mayor.

Drafter

Mayor

TB

11/4/09

November 3, 2009

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

Honorable Members of the Common Council:

I am pleased to appoint Kenneth J. Alburg, N57W15171 Vista Lane, Menomonee Falls, Wisconsin 53051, to fill a vacant position on the Business Improvement District Board No. 31 (Havenwoods). This appointment is pursuant to Section 66.1109 of the Wisconsin Statutes and Common Council File Number 030863. Mr. Alburg's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor

Kenneth J. Alburg

(262) 703-0146

N57W15171 Vista Lane Menomonee Falls, WI 53051

Oct 03-Present

US BANK
Branch Manager

Milwaukee, WI

- Manage and direct the branch office to ensure the achievement of budget goals.
- Establish budget goals based on year over year revenue growth.
- Retain and expand market share through effective market programs, business development and community involvement.
- Manage and grow a \$ 24 million deposit portfolio and a \$8 million loan portfolio.
- Communicate and actively manage the employee sales incentive plan.
- Utilize regular coaching sessions to establish standards of performance that support the vision and goals of the organization.
- Conduct performance appraisals, as well as employee discipline and counseling as required.
- Develop and implement action plans to ensure ongoing adherence to Federal banking regulations.
- Analyze monthly and quarterly Profit & Loss statements.
- As District Lead, plan and execute sales contests, conference calls, and coaching in DM's absence
- Established a developmental coaching group of 5 managers that meet bi-monthly to review achievements and share knowledge
- Co-facilitate monthly banker training meetings that seek to create competent and successful banking sales professionals that are well versed in products, policies and procedures

May 03-Oct 03

BATTERIES PLUS INC.
Store Manager

West Allis, WI

Oct 98-Mar 03

Nov 01-Mar 03

GODIVA CHOCOLATIER INC.
District Manager

Milwaukee, WI

- Managed and directed the operations of seven retail locations in Wisconsin and Minnesota.
- Maximized sales, manpower planning, promotional, and inventory performance to ensure a positive bottom line financial contribution.
- Developed and led a high-quality retail management team consisting of talented individuals with the drive to succeed and the desire to grow with the organization.
- Motivated team members to achieve fiscal goals through weekly/monthly district sales contests, motivational communications, weekly coaching sessions and immediate rewards and recognition for sales or operational successes.
- Conducted quarterly store evaluations to ensure compliance and accountability.
- Planned and administered bi-annual district sales meetings.
- Handled recruitment, interviewing, hiring, performance appraisals, and corrective action for store managers

- Developed the regional strategy for fiscal '03 focusing on returning to compliance and accountability.
- Ensured execution of visual merchandising plans and compliance to all point of sale initiatives.

Oct 98-Nov 01

Store Manager

- Developed extensive network of business contacts via committee membership, board membership and participation in several high-profile cross-promotional partnerships.

Page 2

- Opened, staffed and developed sales and marketing strategies for two Wisconsin locations.
- Increased sales for three consecutive years an average of 4.5% each year.
- Handled recruitment, interviewing, hiring, performance appraisals, and corrective action for sales staff.
- Ordered and maintained inventory through buyer communication and trend analysis.

Nov 96-Oct 98

PICTURE US GALLERIES

Milwaukee, WI

Store Manager

- Provided personal service for custom framing clients, oversaw completion and distribution of custom orders, handled recruitment, interviewing, hiring, performance appraisals, and corrective action for sales staff.

Oct 90-May 94

CAMELOT MUSIC

Milwaukee, WI

Assistant Store Manager

T R A I N I N G

Oct 03-Present

US Bank Sales and Performance Coaching
US Bank Small Business Credit and Sales training
Franklin Covey time management FOCUS training
US Bank meeting facilitator training

May 02

Talent Plus Interview Analyst Certification

Mar 02

Godiva Chocolatier-Multi-store Supervision Course

Aug 01

Godiva Chocolatier-Advanced Retail Techniques (ART) – Methods for assessing non-compliance issues of individual locations, enforcing accountabilities, and establishing action plans to ensure success

Apr 99

Godiva Chocolatier-Professional Selling Systems (PSS) – Sales training program designed to maximize employee productivity and company profitability

Apr 99

Godiva Chocolatier-Management Training Program (MTP) – Coaching techniques, selling behaviors, staff management, meeting planning, goal setting, inventory control, trend analysis

A W A R D S / A C H I E V M E N T S

Dec 08	<i>US Bank- Quarterly Pinnacle Award</i>
Sep 08	<i>US Bank- Quarterly Pinnacle Award</i>
Mar 08	<i>US Bank- Quarterly Pinnacle Award</i>
Mar 07	<i>US Bank- Quarterly Pinnacle Award</i>
Jun 06	<i>US Bank- Quarterly Pinnacle Award</i>
Jan 06	<i>US Bank- District Investment Coordinator for Financial Specialists for 18 district branch locations</i>
Feb 05	<i>US Bank- Directed successful sales training for "Project Gold" small business application launch for 18 district branch locations</i>
Sep 04	<i>US Bank- Facilitated sales training for "Money Gram" product launch for 18 district branch locations</i>
Mar 04	<i>US Bank- Facilitated "Service Advantage" customer service initiative training for 18 district branch locations.</i>
Dec 03	<i>US Bank-Developed and implemented the fiscal '04 small business sales development plan for 18 district branch locations</i>
Nov 02	<i>District achieved highest percent of new product sales to total sales for product launch period company wide. (18% District vs. 7.6% Nationally)</i>
Jul 02	<i>Winner - "How I create passion at Godiva" National Essay Contest</i>
Jul 01	<i>Manager of the Year, Godiva Chocolatier</i>
Jun 01	<i>Model Store Certification, Godiva Chocolatier</i>
Mar 01	<i>"You Make a Difference" Award, presented by President & VP of Godiva Chocolatier</i>
Oct 99	<i>Appreciation/Dedication Award, Grand Avenue Merchants Association</i>
Oct 99	<i>Region 3 "Store of the Month", Godiva Chocolatier</i>

A F F I L I A T I O N S

US Bank Development Network board member

NOTICES SENT TO FOR FILE : 090933

[illegible]



Legislation Details (With Text)

File #: 090935 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Appointment of Daniel Gumm to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 20

Attachments: Appointment Letter, Resume, Hearing Notice

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090935

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Appointment of Daniel Gumm to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

Drafter

Mayor

TB

11/4/09

November 3, 2009

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

Honorable Members of the Common Council:

I am pleased to appoint Dan Gumm, 1514 East Thomas Avenue, Milwaukee, Wisconsin 53211, to fill a seat vacated by Robert Domrois on the Business Improvement District Board No. 20 (East North Avenue). This appointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 970779. Mr. Gumm's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor

Daniel R. Gumm
6699 W. Pierner Pl.
Brown Deer, WI 53223
(414) 371-1187

EDUCATION:

- B.A. with a major in accounting from Lakeland College, Sheboygan WI, May 1995
- CPA, October 2000

EXPERIENCE:

Controller, Wisconsin Paperboard Corp, from May 2007 to present.

- Responsible for all accounting functions of this property

Assistant Controller, Wisconsin Paperboard Corp, from Sept. 1999 to April 2007

- Assist with the management of this property's accounting function.

Accountant, Blue Cross & Blue Shield United of WI, from July 1995 to Sept. 1999

- Prepare and analyze financial statements for various business units of the company.

NOTICES SENT TO FOR FILE : 090935

[illegible]



Legislation Details (With Text)

File #: 090936 **Version:** 0

Type: Appointment **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Reappointment of Geralyn Flick to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

Sponsors: THE CHAIR

Indexes: APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT 20

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

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090936

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Reappointment of Geralyn Flick to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

Drafter

Mayor

TB

11/4/09

November 3, 2009

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

Honorable Members of the Common Council:

I am pleased to reappoint Geralyn Flick, 2458 North Murray Avenue, Milwaukee, Wisconsin 53211, to the Business Improvement District Board No. 20 (East North Avenue). This reappointment is pursuant to Section 66.1109 of the Wisconsin State Statutes and Common Council File Number 970779. Ms. Flick's term will commence upon taking of the oath of office.

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

Respectfully submitted,

Tom Barrett
Mayor

Geralyn Flick

1913 E. Olive St.
Milwaukee, WI 53211
(414) 332-4329

EDUCATION

1993 M.S., Department of Anthropology, University of Wisconsin-Milwaukee, WI
1989 B.A., Department of Anthropology, University of Wisconsin-Milwaukee WI

PROFESSIONAL EXPERIENCE**1997 – Present****Murray Hill Pottery Works LLC,
Business Owner**

- Maintain retail space, credit with vendors, capital equipment
- Develop course offerings for adults and children
- Recruit members, teachers and students
- Design and distribute promotional materials for classes and events
- Ceramic Instructor
- Involve community partners in clay projects

1993-1997**UWM Craft Center
Ceramic Instructor**

- Design and teach courses for adult students
- Work with Craft Center staff ordering equipment and supplies

1990-2000**Southeastern Wisconsin Archaeology Program- UWM Department of Anthropology
Assistant Regional Archaeologist/Education Coordinator**

- Work with cooperating schools, teachers, grad students, and student teachers
- Identify and secure funding sources
- Design and distribute brochure, newsletter and other promotional materials
- Coordinate events for Archaeology Week

PROFESSIONAL AFFILIATIONS**2004 - Present****The East Side Business Improvement District**

Board of Directors

Member, East Side Green Market Committee

Member, Art Incubator Study Group — Prepared two successful grant applications for the Community-Based Economic Development (CBED)

Member, East Side BID, Strategic Planning Committee

1998 - 2007**The Park People of Milwaukee County**

2003 – 2007 Board Member, Vice President

2005 – 2007 Chair Gala Committee

1998 – 2005 Trimborn Farm Development Committee

1989 - 2000**Wisconsin Archeological Society**

1989 – 2000 Executive Board Member

1989 – 1993 Program Chair

COMMUNITY INVOLVEMENT

1998 – Present

Milwaukee Empty Bowls

Bowl Committee, responsible for recycling and preparing clay, recruiting artists and volunteers to set up the "empty bowl factory." February through October, Murray Hill artists, members, students, and often visitors create over 25% of the total bowls donated to the project.

2004 – Present

Murray Hill Neighborhood Association

Presiding as Head Easter Bunny for Annual Spring Egg Hunt creating hundreds of ceramic treasured eggs.

2003 – Present

Sts. Peter and Paul Parish

Providing various demonstrations and donations.

2006

Milwaukee Sign Language School

Working with the social studies teacher for an entire year, facilitated a project documenting the Underground Railroad in a complete ceramic table setting.

2005

Park People of Milwaukee County

Tile project to benefit membership drive.

2004

Lake Bluff School

Worked with second grade classes to make ewers and teapots, displayed them in Murray Hill's gallery and sold many for an art department benefit.



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



Office of the City Clerk

Re: Common Council File Number 090936

Reappointment of GERALYN FLICK to the Business Improvement District Board #20 (East North Avenue) by the Mayor. (3rd Aldermanic District)

Dear Sir/Madam,

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

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

Please provide the following required information and return immediately to our office for consideration at the Community & Economic Development Committee Meeting on November 23, 2009.

2006 - PRESENT

- Number of meetings held: *33*
- Number of meetings attended: *30*
- Number of excused absences: *3*
- Number of unexcused absences: *0*

Please return this information to Linda Elmer Staff Assistant, City Clerk's Office, Room 205, City Hall.

Very truly yours,

Ronald D. Leonhardt

RONALD D. LEONHARDT
City Clerk

NOTICES SENT TO FOR FILE : 090936

[illegible]



Legislation Details (With Text)

File #: 090921 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to the application, acceptance and funding of the Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program from the U. S. Department of Housing and Urban Development through the Wisconsin Department of Commerce.

Sponsors: ALD. DAVIS

Indexes: COMMUNITY BLOCK GRANT ADMINISTRATION, COMMUNITY DEVELOPMENT BLOCK GRANT

Attachments: Cover Letter, Operating Grant, Emergency Assistance Program Contractors, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090921

Version

SUBSTITUTE 1

Reference

Sponsor

ALD. DAVIS

Title

Substitute resolution relative to the application, acceptance and funding of the Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program from the U. S. Department of Housing and Urban Development through the Wisconsin Department of Commerce.

Analysis

The resolution authorizes the Department of Administration's Community Development Grants Administration (CDGA) to apply, accept and fund CDBG-Emergency Assistance Program from the U. S. Department of Housing and Urban Development through the Wisconsin Department of Commerce in the amount of \$3,320,509.

Body

Whereas, The City of Milwaukee is eligible for grant funds for the CDBG-Emergency Assistance Program from the U. S. Department of Housing and Urban Development through the Wisconsin Department of Commerce; and

Whereas, The operation of this grant program from July 1, 2009 through June 30, 2010 would cost \$3,320,509 which would be provided by the grantor; now therefore, be it

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

Further Resolved, That the City of Milwaukee assures and certifies that it will comply with regulations, policies guidelines and requirements with respect to the acceptance and use of the Wisconsin Department of Commerce funds to be signed by the Mayor of the City of Milwaukee as the certifying official for these grant programs; and, be it

Further Resolved, That the administration of these funds will require the Community Development Grants Administration to monitor funds complete performance reports, and provide due diligence on grant compliance; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2009 Special Revenue Grant And Aid Project Funds, the following amounts for the program/project titled Community Development Block Grant -Emergency Assistance Program (Supplemental Disaster Allocation):

<u>Project/Grant</u>	<u>Fund</u>	<u>Org</u>	<u>Program</u>	<u>BY</u>	<u>SubClass</u>	<u>Acct</u>
GR0000900000	0150	9990	0001	0000	R999	000600

<u>Project</u>	<u>Amount</u>
Grantor Share	\$3,320,509

2. Create the necessary Grant and Aid Project/Grant and Project/Grant levels; budget against these Project/Grant values the amount required under the grant agreement;
3. Establish the necessary City Share Project values; and, be it

Further Revolved, That \$3,320,509 is budgeted for the Community Development Grants Administration which is authorized to:

1. Expend from the amount budgeted for specified purposes as indicated in the grant budget and incur costs consistent with the award date;
2. Enter into subcontracts as detailed in the grant budget.

Requestor
Drafter
CDGA-CDBG-EAP
11/17/09

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Block Grant Director

DATE: November 3, 2009

RE: Title Only Resolutions for Introduction

Attached are two Title Only Resolutions that seeks the approval from the Common Council.

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

Attachments

CITY OF MILWAUKEE OPERATING GRANT BUDGET

PROJECT/PROGRAM TITLE: Wisconsin Department of Commerce
Community Development Block Grant Emergency Assistance Program
CONTACT PERSON: Steven L. Mahan

PROJECT/PROGRAM YEAR: 2009

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE NO.	GRANTOR SHARE	IN-KIND SHARE	CASH MATCH A/C #	TOTAL
NEW	EXIST						
		PERSONNEL COSTS					
		TOTAL PERSONNEL COSTS					
		FRINGE BENEFITS					
		TOTAL FRINGE BENEFITS					
		SUPPLIES AND MATERIALS					
		TOTAL SUPPLIES AND MATERIALS					
		EQUIPMENT AND FACILITY RENT					
		TOTAL EQUIPMENT AND FACILITY RENT					
		SERVICES (sub-contact) See Attached		\$3,320,509			\$3,320,509
		TOTAL SERVICES		\$3,320,509			\$3,320,509
		EQUIPMENT					
		TOTAL EQUIPMENT					
		INDIRECT COSTS					
		TOTAL INDIRECT COSTS					
		TOTAL COSTS		\$3,320,509			\$3,320,509

PROJECTS**Estimated Amount:****Award**

Villard Square	905,601
Scattered Sites III	929,908
Franklin Square	715,000
Veterans Manor	440,000
2500 W. Fond du Lac Apartments	<u>330,000</u>
	3,320,509

CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 17, 2009

FILE NUMBER: 090921

Original Fiscal Note ☐ Substitute ☒ 1

SUBJECT: Substitute resolution relative to the application, acceptance and funding of the Community Development Block Grant Supplemental Disaster Allocation Emergency Assistance Program from the Wisconsin Department of Commerce.

B) SUBMITTED BY (Name/title/dept./ext.): Steve Mahan/Block Grant Director/DOA-CDGA/x3844

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES

☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.

☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)

☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)

☐ PERM. IMPROVEMENT FUNDS (PIF) ☒ GRANT & AID ACCOUNTS (G & AA)

☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Community Development Block Grant-		\$3,320,509		
	Emergency Assistance Program				
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090921

[illegible]



Legislation Details (With Text)

File #: 090922 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to the transfer of LID funding from the Riverworks Development Corp. to another Service Provider.

Sponsors: ALD. DAVIS

Indexes: COMMUNITY BLOCK GRANT ADMINISTRATION, COMMUNITY DEVELOPMENT BLOCK GRANT

Attachments: Cover Letter, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090922

Version

SUBSTITUTE 1

Reference

Sponsor

ALD. DAVIS

Title

Substitute resolution relative to the transfer of LID funding from the Riverworks Development Corp. to another Service Provider.

Analysis

The resolution authorizes the transfer of Large Impact Development (LID) funding in the amount of \$200,000 from the Riverworks Development Corp. to the Wisconsin African Women, LTD. for the Monsanto Plaza project.

Body

Whereas, The Common Council of the City of Milwaukee has previously approved the award of \$200,000 of Large Impact Development funding to the Riverworks Development Corp. for the Riverworks Commerce Center project; and

Whereas, The Riverworks Development Corp. has notified the Community Development Grants Administration (CDGA) stating that the project is not ready to proceed at this time; and

Whereas, The Wisconsin African Women, LTD has notified CDGA that their Monsanto Plaza project is ready to proceed. This organization submitted a request-for-proposal in the previous Large Impact Development funding cycle; and

Whereas, This project is located at 2540-2560 North Martin Luther King Drive. The project plans to complete new construction of a two story 7,000 square foot mixed-use commercial real estate development; and

Whereas, The Community and Economic Development Committee recommends the transfer of the Large Impact Development funding from the Riverworks Development Corp. to the Wisconsin African Women, LTD in the amount of \$200,000; now therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Community Development Grants Administration is authorized the transfer the Large Impact Development funds as stated above; and, be it

Further Resolved, That the Wisconsin African Women, LTD shall submit budget and activity reports in amounts and according to any conditions approved by the Common Council and in accordance with File Number 74-92-5v, to the Community Development Grants Administration and the City Comptroller for review and approval; and, be it

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

Further Resolved, That except as modified by this resolution, the guidelines for handling the Community Development Block Grant Program set forth in Common Council File Number 74-92-5v are fully applicable to the Community Development Entitlement Funding Program.

Requestor

Drafter

CDGA-LID-Riv

11/13/09

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Block Grant Director

DATE: November 3, 2009

RE: Title Only Resolutions for Introduction

Attached are two Title Only Resolutions that seeks the approval from the Common Council.

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

Attachments

CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 13, 2009

FILE NUMBER: 090922

Original Fiscal Note ☐ Substitute ☒

SUBJECT: Substitute resolution relative to the transfer of LID funding from the Riverworks Development Corp. to another Service Provider.

B) SUBMITTED BY (Name/title/dept./ext.): Steve Mahan/Director/DOA-CDGA/x3842

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☒ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Wisconsin African Women, LTD		\$200,000		
	(CDBG-Large Impact Development)				
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090922

[illegible]



Legislation Details (With Text)

File #: 090865 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2010 community development activity and to authorize execution of contracts and subcontracts by City departments.

Sponsors: THE CHAIR

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

Attachments: Fiscal Note, Cover Letter, Contract, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number
090865
Version
ORIGINAL
Reference
Sponsor
THE CHAIR
Title

Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2010 community development activity and to authorize execution of contracts and subcontracts by City departments.

Analysis

This resolution authorizes and approves modifications to the contract to be used by the Community Development Grants Administration for 2010 community development activity; and authorized the execution of subcontracts and contracts by City departments receiving Community Development Block Grant funding in 2010.

Body

Whereas, The Common Council of the City of Milwaukee has previously approved funding recommendations for the City's 2010 Community Development Block Grant program in Resolution No. 090752, 090753, 090754, 090755 and 090756, (hereinafter referred to as the "2010 CDBG Funding Resolutions"); and

Whereas, Pursuant to Common Council Resolution No. 74-92-5v, the Common Council now wishes to make certain modifications to the form of contract to be used in the implementation of the CDBG program for 2010; to authorize the execution of contracts and subcontracts by such City departments; and to authorize a Interdepartmental Cooperation Agreement to be executed by CDGA and each City department which received CDBG funding in 2010; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the form of contract for use in implementation of the 2010 Community Development Block Grant program, with entities other than City departments or agencies receiving CDBG funds, in the form on file with the Common Council in Resolution No. 090752, 090753, 090754, 090755 and 090756 (Form CDA-8, Contract for Services and Vendors) is hereby approved, subject to such revisions and modifications as may be required from time to time by the City Attorney; and, be it

Further Resolved, That the form of contract for use in implementation of the 2010 Community Development Block Grant program by City departments and agencies receiving Community Development Block Grant funds, in the form on file with the Common Council in Resolution No. 090752, 090753, 090754, 090755 and 090756 (Interdepartmental Cooperation Agreement) is also hereby approved, subject to such revisions and modifications as may be required from time to time by the City Attorney; and, be it

Further Resolved, That the various City departments identified in the 2010 CDBG Funding Resolutions (including the City Comptroller, the Department of City Development, the Department of Neighborhood Services, Department of Public Works, the Health Department, the Milwaukee Fire Department, Milwaukee Public Library, RACM, and the Department of Administration,) are hereby authorized to enter into such contracts and subcontracts as may be required within the limits of the respective approved project budgets set forth in the 2010 CDBG Funding Resolutions, subject to the terms of the Interdepartmental Cooperation Agreement referred to in the preceding paragraph and

entered into between CDGA and each such City department.

Requestor

Drafter

10CONTRACT

10/27/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 27, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐SUBJECT: Resolution to review and approve modifications to the contract used by the Community Development Grants Administration for 2010 community development activity and to authorize execution of contracts and subcontracts by City departments.B) SUBMITTED BY (Name/title/dept./ext.): Steve Mahan/Director/DOA-CDGA/X3842

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

TO: The Honorable, Common Council
City of Milwaukee

FROM: Steven L. Mahan
Block Grant Director

DATE: October 27, 2009

RE: Resolution for Introduction

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

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

Attachments

CONTRACT FOR SERVICES-CDBG
SUBRECIPIENT AND VENDOR

City of Milwaukee

COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Distribution:

Original - DOA - CDGA

Copy 1 - Contractor

Copy 2 - Comptroller

CONTRACT NUMBER:

DEPARTMENT: DOA-CDGA

DATE OF AWARD: January 1, 2009

FUND NUMBER: See attached
encumbrance

CFDA Number 14.218

Department Use

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

SERVICE DESCRIPTION: See Attachment A hereto

TIME OF PERFORMANCE: January 1, 2009 through December 31, 2009

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

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

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

Work may commence in accordance with the terms and conditions of this Contract on **January 1, 2009**, provided the grant agreement for the Community Development Grants Administration program (the "Grant Program") from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee or the Common Council of the City of Milwaukee has established other temporary appropriation authority for the City's Grant Program, or subject to the specific limitations set forth in Article III hereof.

WITNESSETH THAT:

WHEREAS, the Common Council of the City of Milwaukee has authorized execution of contracts and allocation of funds for the 2009 Community Development Block Grant Program and related 2009 grant programs (HOME, HOPWA, ADDI, ESG) as approved under Common Council Files No. 080408, 080861, 080862, 080863, 080864, 080865, 080866 and 081091; and

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

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

- I. RETENTION OF SERVICES AND REQUIREMENTS. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in **Attachment A** to this Contract.
 - B. Comply with requirements listed in this Contract, and all attachments hereto, with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.
- II. SCOPE OF SERVICES. A specific description of services relating to the approved CDGA Project Activity Report and the approved Organization Budget Forecast is delineated in the approved **Attachment A** attached to and made part of this Contract.
 - A. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Administration Program as adopted by the CITY's Community and Economic Development Committee attached to and made a part of the Contract as **Attachment B**.
 - B. Any Budget Amendment or Activity Report amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than 4:00 P.M. on September 30, 2009.
 - C. The CONTRACTOR shall comply with the CITY's Performance-Based Measurement System for Grant-funded agencies. Documentation and the data sources on outcome measurements shall be reported to the Community Development Grants Administration on June 1, 2009, and again on January 14, 2010 (to be submitted with the CONTRACTOR's final cost report). (**See Attachment L**).
- III. AVAILABILITY OF FUNDS
 - A. This contract award is 100% funded under the Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of Milwaukee's Community and Economic Development Committee can modify and reduce either the CONTRACTOR's compensation (as listed on page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. The Community and Economic Development Committee will notify the CONTRACTOR of any such reduction. In the event of such a modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
 - B. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

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

Name:
Address:
City:

Attention:

and to the CITY at:

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

Attention: Steven L. Mahan, Director

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

- V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance and Standard of Care. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in the City of Milwaukee.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, amounts not to exceed, in the aggregate, the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required, and that such compensation is subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

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

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

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

VIII. TERMINATION OF CONTRACT FOR CAUSE. In addition to the procedures set forth in 24 CFR § 85.43, if, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract, and all equipment purchased with federal funds administered by the City of Milwaukee Community Development Grants Administration shall, at the option of the CITY, become the property of the CITY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

IX. TERMINATION FOR CONVENIENCE - 24 CFR §85.44.

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

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

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

- A. Compensation and/or reimbursement for services required under this Contract shall be contingent upon each activity being reviewed for approval by the City approving officer (described on page 1) and approved by him or her for payment.
- B. All items described in **Attachment C** attached to and made a part of this Contract and such other items as may be directed by the CITY, must be completed and delivered to the CITY, Community Development Grants Administration by the 10th day of each month. The CITY requires ten (10) full working days, after receipt of all required reports, for processing cost reports. These reports must be complete and accurate.
- C. The CITY agrees to compensate the CONTRACTOR only for activity undertaken which is reasonable and directly related to activity and completed as described in Article II of this Agreement.
- D. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity(ies) described in the Scope of Services set forth in Article II of this Agreement, provided such costs are allowable under federal regulations governing the use of Grant Program funds.

- E. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursable basis. However, in the case of funding through Community Development Block Grant funds, advances may be authorized at the discretion of the Community Development Grants Administration Program Director, or his/her designee, in such manner and at such times as prescribed by the City Comptroller. All authorized cash advances must be reported as described in **Attachment B** attached to and made a part of this Contract. Failure to report as described may be cause for forfeiture of the advance.

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

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

- F. Neighborhood Improvement Programs and Housing Production Programs shall initially report all program costs, both CDBG and HOME, on a CDBG cost report. Costs related to the HOME Program shall then be reported on a subsequent HOME cost report and credited against the next CDBG cost report submitted. The final 10% of the project development budget shall be withheld until the Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA. Additionally, for **Housing Production** activities, **\$1,000** will be withheld from the operating budget until all final closeout documentation is received by CDGA within 30 days of property sales/closing.
- G. The CONTRACTOR shall provide the CITY the source and amount of all non-Grant Program funds utilized in the performance of project activities. If a Cost Allocation plan is required under **Attachment A**, it must have the review and approval of the City Comptroller.
- H. The CONTRACTOR shall not use any of the Federal funds provided by this Contract for the payment of liabilities or costs incurred prior to January 1, 2009.
- I. All property costing \$300.00 or more per unit must be listed in the CDGA budget and recorded on the CDGA Property Record Form. The Property Record Form must be submitted with the cost report in order to be reimbursed for the cost of the property.
- J. The CITY will only make reimbursement to the CONTRACTOR for sub-contractor expenses provided:
1. The CONTRACTOR has properly procured the sub-contractor under requirements described in this Agreement; and

2. An executed copy of the subcontract is on file with the City Comptroller and the CITY's Community Development Grants Administration.
- K. Payment under this Contract is subject to the Prompt Payment Policy established in Common Council File No. 900859.
- L. Final Cost Reports
1. Final Cost and Program Activity Reports for 2009, including documentation and data sources on performance outcome measurements, are due no later than 4:00 P.M. on January 14, 2010 at the CDGA office. **(See Attachment C.)**
 2. All accrued costs reported on the Final Cost Report must be submitted for reimbursement to CDGA no later than 4:00 P.M. on February 13, 2010.
- M. Large Impact Development (LID) projects will be governed by the Policy and checklist appended hereto as **Attachment K**.
- N. All Homebuyer Counseling organizations with respect to homebuyer counseling services will be compensated on a Pay-For-Performance basis as follows:
1. Pay-For-Performance Formula:
 - a. One-half of the allocated dollars will be available to the organization for administrative costs incurred throughout the program year.
 - b. The remaining (50%) of funds will be available for reimbursement only upon completion of a mortgage loan closing and will be reimbursed with proper documentation as follows:
 - 1) \$750 per loan closing for clients 0- 50% of County Median Income;
 - 2) \$500 per loan closing for clients between 51%-80% of County Median Income.

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

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

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

1. Cost Report and Schedule of Paid Costs
2. Project Activity Report
3. Direct Benefits Status Report
4. Client Information (name, address, zip code, phone) for clients receiving counseling and credit counseling and loans closed.

5. Homebuyer Counseling Payment Invoice
6. Homebuyer Counseling Certificate.
7. Copy of HUD-I

All organizations funded with ADDI (American Dream Downpayment Initiative Assistance) funds will be reimbursed as follows:

1. \$750 per loan closing for clients 0-50% of County Median Income;
2. \$500 per loan closing for clients between 51-80% of County Median Income.

No fees shall be charged by CDBG or HOME funded grantees to clients/participants of the ADDI program.

Documentation required for reimbursement:

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

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

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

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

- O. **Employment Services.** Organizations funded under the category of Employment Services which have been selected by the City pursuant to a competitive selection

process in compliance with 24 CFR § 85.36 will be compensated for eligible activities on a pay-for-performance basis. The applicable pay-for-performance reimbursements for such activities are:

Public Service:

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

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

1. **Required Documents for Reimbursement:**

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

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

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

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

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

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

4. **Reimbursement Procedure:**

- a. 50% administrative cost
- b. Job Placement requirements:
 - (1) At least 51% of individuals trained and placed will be low/moderate income persons.
 - (2) The organization must submit for each placement an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.

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

Note the Following:

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

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

1. Required Documents for Reimbursement:

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

2. Pay-for-Performance Formula:

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

3. Pay for Performance Scale:

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

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

4. Reimbursement Procedure:

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

Note the Following:

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

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

1. **Required Documents:**

- a. Cost Reports (due by the 10th of every month) must have the following supporting documentation for reimbursement:
- (1) Cost Report and Schedule of Paid Costs
 - (2) Project Activity Report (*A separate Project Activity Report for each assisted business must be submitted for payment reimbursement. Information regarding the number of new job creations and the name of the assisted business must be included on each activity report*)
 - (3) Direct Benefits form (CDA-35)
 - (4) Business Assistance Agreement (submit once for each assisted employer)
 - (5) Business Assistance Data Form (submit once for each assisted employer and must include the business DUNS number)
 - (6) Employee Data Form (submit once for each employee)
 - (7) 45-Day CDGA Verification of Employment form
 - (8) CDGA Payment Invoice form

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

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

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

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

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

4. **Reimbursement Procedure:**

- a. 50% administrative cost
- b. Job creation requirements:
- (1) The organization must submit from each assisted business a CDGA Business Assistance Agreement form indicating 1) at least 51% of all new job creations will be held by low/moderate income persons; 2) For-profit business will provide business assistance organization with DUNS number.

- (2) The organization must submit for each job created an Employee Data form. Proof (wage statements, employee generated letters) of employee's income at the time of employment must be kept on file by the CDGA funded agency for a minimum of 5 years for review by CDGA and/or HUD.
- c. The CDGA 45-Day Verification of Employment form must include the following information:
- (1) Employee Wage Statement (i.e., pay stub); or, an employer-generated document on Company letterhead; or, CDGA generated Verification of Employment form
 - (2) Rate of pay at retention date
 - (3) Average hours worked per week
 - (4) Benefits available
 - (5) Current employment status
 - (6) Reason for leaving (if applicable)

Note the Following:

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

S. Community Development Grants Administration - 2009 Pay-for-Performance Reimbursement Scale

For Special Economic Development: CDGA will reimburse at the rate of \$5,000.00 per placement, from January 1, 2009 thru December 31, 2009, using the following formula:

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

For Job Training & Placement: CDGA will reimburse at the rate of \$1,500 per full time job training & placement, from January 1, 2009 thru December 31, 2009, using the following formula:

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

For Job Placement: CDGA will reimburse at the rate of \$750 per full time job placement, from January 1, 2009 thru December 31, 2009, using the following formula:

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

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

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

- A. Upon expiration or termination of this Contract, CONTRACTOR shall transfer to the CITY:
1. All Grant Program funds not expended or incurred by the CONTRACTOR in accordance with the approved original/amended Budget;
 2. All Accounts Receivable attributable to the use of Grant Program funds;
 3. Within five days after receiving written notice to return certain property, all equipment and supplies purchased using Community Development Block Grant funds that are in the possession or under the control of the CONTRACTOR at a location designated by the CITY. At the CITY's option, the CONTRACTOR will reimburse the CITY at the then fair market value, allowing for depreciation, the cost of all equipment and supplies in the possession or under the control of CONTRACTOR that were purchased using CDBG funds.
- B. In the case of Grant Program funds attributable to Community Development Block Grant funds, any real property acquired or improved in whole or in part with Grant Program funds in excess of \$25,000 must either be:
1. Used to meet one of the national objectives in 24 C.F.R. § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or such longer period of time as determined appropriate by the CITY; or
 2. Disposed of in a manner which results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. Such reimbursement is not required after the period of time specified in accordance with the preceding paragraph 1 above and consistent with **Attachment B - Administrative Policies and Procedures** for the City of Milwaukee's Community Development Block Grant Program.

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

XIV. PERSONNEL.

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

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

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

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

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

XVII. RECORDS.

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

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

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

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

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

- A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any financial interest, direct or indirect, in this Contract.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any financial interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Article XXI, A and B above, who presently exercises any functions or responsibilities in connection with the Contract has any financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or his/her employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
- D. HUD Conflict of Interest Regulations with respect to CDBG Funds – 24 CFR § 570.611
1. The CONTRACTOR covenants and agrees that:
 - a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, it shall comply with the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively.
 - b. In all cases not governed by 24 CFR 85.36 and 84.42, it shall comply with the provisions of this section and 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by the CITY or the CONTRACTOR to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).
 2. Conflicts prohibited. The CONTRACTOR covenants and agrees that no persons described in paragraph (c) below of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

E. LOBBYING

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

XXII. DISCRIMINATION PROHIBITED; FAITH-BASED ORGANIZATION PROVISIONS.

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

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

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

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

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

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

- A. Unless otherwise agreed to in writing by the CITY, all program income generated from the use of CDBG funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of program income is governed by the authority granted by the Community and Economic Development Committee under its current Revolving Fund Policies (referred to in **Attachment G**, attached to and made a part of this Contract).

- B. During or upon expiration of this Contract, all program income, as defined in 24 CFR 570.500, must be returned to the CITY within five days unless otherwise authorized by the CITY.

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

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

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

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

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

1. Contracts and Purchases under \$1,000 - An agency shall select the source that provides the most appropriate product, at a price most reasonable for the project. In addition, a Property records form must be completed and submitted to CDGA for all purchases of \$300 or greater.
2. Contracts and Purchases From \$1,000 to \$10,000- An agency must document that it has contacted at least three bonafide sources and has selected the source

that provides the most appropriate product, at a price most reasonable for the project.

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

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

1. Contracts may not be awarded to debarred, suspended, or otherwise ineligible contractors. Agency must comply with all Federal, State, and Local laws, rules and regulations. The City of Milwaukee will not pay for work performed by any firm that is de-barred or not otherwise eligible to be awarded work. The Agency is responsible for reviewing the HUD debarred and suspended list, and for rejecting bids from ineligible contractors. The list is updated regularly and can be accessed via the internet at: <http://epls.arnet.gov/> Only the eligibility of the prime contractor must be verified and documented. Subcontractor clearance is the responsibility of the prime contractor.

However, if you have reason to believe that a subcontractor is ineligible, you should also inquire further to learn the subcontractor's actual status. If you find that the subcontractor is in fact ineligible, notify the prime contractor immediately that the ineligible subcontractor must be terminated.

2. The contractor/vendor will provide products and service that meet the appropriate specifications, including start and completion time requirements.
3. The firm is a bona fide business with experience in the work they are proposing to do.

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

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

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

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

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

XXX. OTHER PROVISIONS.

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

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

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

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

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

C. FEDERAL LABOR LAWS.

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

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

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

CITY OF MILWAUKEE,
A Municipal Corporation

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION

By: _____
(Steven L. Mahan, Director)

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Countersigned:

(City Comptroller)

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 200____.

Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

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

Reference is made to that certain Contract for Services ("Contract"), dated as of _____, 200____, between the Corporation and the City of Milwaukee, Wisconsin (the "City").

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

1. The Corporation is a corporation duly organized and validly existing in good standing under the laws of the State recited in the first paragraph of this Certificate.

2. The Corporation is licensed or authorized to do business in Wisconsin.

3. The Corporation has full corporate right, power and authority to enter into, execute and deliver the Contract and to perform its obligations thereunder.

4. The execution, delivery and performance by the Corporation of the Contract has been authorized by all necessary corporate action on the part of the Corporation.

5. The person named below was on the date hereof, and was on the dates of the execution of the Contract, the duly elected (or appointed) and qualified incumbent of the office of the Corporation set forth below with his/her signatures:

Name	Title	Signature
_____	_____	_____
_____	_____	_____

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

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

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

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

Dated this _____ day of _____, 200_____.

(NAME OF CORPORATION)

By: _____

Title: _____

By: _____

Title: _____

(CORPORATE SEAL)

LIST OF ATTACHMENTS

Attachment A: Scope of Services

Attachment B: Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Program

Attachment C: Required Reports

Attachment D: Executive Order 11246; Equal Opportunity Clause

Attachment E: Rehabilitation Act of 1973

Attachment F: Insurance Requirements

Attachment G: Revolving Fund Policy (Program Income)

Attachment H: Section 3 of the Housing and Urban Development Act of 1968 - 12 USC §1701(u)

Attachment I: Federal Management and Budget Requirements and Procurement Standards

Attachment J: Cash Advance Policy

Attachment K: Policies applicable to Large Impact Development (LID)

Attachment L: Performance – Based Measurement System

Attachment M: Housing Accessibility Program Guidelines

ATTACHMENT A

SCOPE OF SERVICES

In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under Common Council Files . 080408, 080861, 080862, 080863, 080864, 080865, 080866 and 081091; which are incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following project

INTERDEPARTMENTAL COOPERATION AGREEMENT

MEMORANDUM OF UNDERSTANDING

2009 CDBG/HOME GRANT AWARDS

CONTRACT NUMBER: _____

This agreement, entered into as of the first day of January, 2009;

WHEREAS, the various departments of the City of Milwaukee, including (the "Department") have received an appropriation of 2009 Community Development Block Grant funds and/or HOME Investment Partnerships Act funds pursuant to Common Council Resolutions No. 080408, 080861, 080862, 080863, 080864, 080865, 080866 and 081091; (hereinafter referred to as "the 2009 CDGA Funding Resolutions"); and

WHEREAS, pursuant to Common Council Resolution No. 081091, the Department and CDGA are authorized to enter into such contracts and subcontracts as may be required within the limits of the respective approved project budgets set forth in the 2009 CDGA Funding Resolutions; and

WHEREAS, pursuant to Common Council Resolution No. 74-92-5v, the Department and CDGA are entering into this cooperation agreement with respect to the expenditure by the Department of the 2009 Program Year CDGA funds and HOME Funds appropriated in the 2009 CDGA Funding Resolutions; and

WHEREAS, CDGA and the Department desire to set forth in this agreement the terms and conditions for administration and expenditure of CDBG Funds and HOME Funds appropriated to the Department for 2009; and

WHEREAS, execution and delivery of this agreement was authorized by resolution of its Common Council in file no. 081091

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

I. DEFINITIONS

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

"2009 CDGA Funding Resolutions" means City of Milwaukee Common Council Resolutions No. 080408, 080861, 080862, 080863, 080864, 080865, 080866 and 081091; as amended from time to time by lawful action of the Common Council.

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

"CDBG Funds" means the City of Milwaukee's 2009 allocation of Community Development Block Grant funds from the United States Department of Housing and Urban Development.

"HOME Funds" means the City of Milwaukee's 2009 allocation of HOME Investment Partnerships Act grant funds from the United States Department of Housing and Urban Development.

"Project Budget(s)" means the approved project budgets set forth in the 2009 CDGA Funding Resolutions, and the proposal(s) submitted by the Department, copies of which are attached hereto.

"Department" means the City of Milwaukee _____

II. USE OF CDBG AND HOME FUNDS; AVAILABILITY OF FUNDS

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

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

III. COMPLIANCE WITH FEDERAL LAW

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

IV. TERM OF AGREEMENT

The term of this agreement shall begin on January 1, 2009 and shall terminate on December 31, 2009, unless extended by lawful action of the Common Council or the City of Milwaukee Community Development Grants Administration.

V. BOOKS AND RECORDS

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

VI. REPORTS AND INFORMATION

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

VII. METHOD OF PAYMENT

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

VIII. CLOSE-OUT POLICY

All CDBG and HOME funds from previous HOME set-ups must be closed to the CDBG or HOME contingency Accounts.

IX DNS VACANT LOT MAINTENANCE (Grass and Snow Removal)

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

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

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

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION
OF THE CITY OF MILWAUKEE

By: _____
Director

Date: _____

CITY OF MILWAUKEE DEPARTMENT OF

By: _____

Title: _____

Date: _____

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

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

CONTRACT NUMBER:
DEPARTMENT: **DOA-CDGA**
DATE OF AWARD: **January 1, 2009**
FUND NUMBER:
CFDA Number **14.239**
Department Use

Distribution:

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

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

SERVICE DESCRIPTION: See Attachment A hereto

TIME OF PERFORMANCE: **January 1, 2009 through December 31, 2009**

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

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

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

Work may commence in accordance with the terms and conditions of this Contract on **January 1, 2009**, provided the grant agreement for the Community Development Grants Administration from the U.S. Department of Housing and Urban Development has been executed by the City of Milwaukee or the Common Council of the City of Milwaukee has established other temporary appropriation authority for the City's Grant Program, or subject to the specific limitations set forth in Article III hereof.

WITNESSETH THAT:

WHEREAS, the Common Council of the City of Milwaukee has authorized execution of contracts and allocation of funds for the 2009 Community Development Block Grant Program and related 2009 grant programs (HOME, HOPWA, ADDI, ESG) as approved under Common Council Files No: 080408, 080861, 080862, 080863, 080864, 080865, 080866 and 081091; and

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

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

- I. **USE OF HOME FUNDS, RETENTION OF SERVICES AND REQUIREMENTS.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in **Attachment A** to this Contract.
 - B. Comply with requirements listed in this Contract, and all attachments hereto, with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.
- II. **SCOPE OF SERVICES.** A specific description of services relating to the approved CDGA Project Activity Report and approved Organization Budget Forecast is delineated in the approved **Attachment A** attached to and made part of this Contract.
 - A. CONTRACTOR will adhere to the Administrative Policies and Procedures for the City of Milwaukee's Community Development Grants Administration as adopted by the CITY's Community and Economic Development Committee attached to and made a part of the Contract as **Attachment B**.
 - B. Any Budget Amendment or Activity Report amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than 4:00 P.M. on September 30, 2009
 3. The CONTRACTOR shall comply with the CITY's Performance-Based Measurement System for Grant-funded agencies. Documentation and the data sources on outcome measurements shall be reported to the Community Development Grants Administration on June 1, 2009, and again on January 14, 2010 (to be submitted with the CONTRACTOR's final cost report). (**See Attachment L.**)
- III. **AVAILABILITY OF FUNDS:**
 - A. This contract award is 100% funded under the Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of Milwaukee's Community and Economic Development Committee can modify and reduce either the CONTRACTOR's compensation (as listed on page 1 as the "Total Amount of Contract") or the CONTRACTOR's program year or both. The Community and Economic Development Committee will notify the CONTRACTOR of any such reduction. In the event of such a modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
 - B. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the Grant Program or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the federal grant monies.

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

Name:
Address:
City:

Attention:

and to the CITY at:

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

Attention: Steven L. Mahan, Director

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

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

- V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on January 1, 2009 and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance and Standard of Care. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services in the City of Milwaukee.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, amounts not to exceed, in the aggregate, the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder

exceed said maximum sum for all of the services required, and that such compensation is subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

- D. Taxes, Social Security, and Government Reporting: Personal income tax payments, income tax withholding, social security contributions, FICA, FUTA, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR, and, as more specifically provided in Section XIII of this Contract, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, and fees, including attorney's fees, arising out of the performance of (or failure to perform) such obligations.
- E. Required Contract Provisions: If the CONTRACTOR provides HOME funds to for-profit owners or developer, nonprofit owners or developer, subrecipients, homeowner, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the CONTRACTOR must have a written agreement with such entity which meets the requirements of 24 CFR §92.504 and includes the provisions set forth in the following paragraphs 1 through 9:
1. Use of HOME Funds. The HOME funds awarded under the agreement must be used for services as described in "Attachment A" to this Agreement.
 2. The agreement must state that "program income" means gross income received by the CONTRACTOR directly generated from the use of HOME funds and as further detailed in 24 CFR 570.503, and that all program income generated from the use of HOME funds under any contract with the City of Milwaukee is the sole property of the CITY and must be returned to it within five days of receipt unless otherwise authorized by the CITY.
 3. The party to the agreement must agree to comply with applicable uniform administrative requirements as described in 24 CFR §92.505, including OMB Circular A-122 and the following requirements of 24 CFR part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.
 4. The party to the agreement must agree to carry out each activity under the agreement in compliance with all applicable federal laws and regulations described in subpart H of 24 CFR part 92.
 5. The party to the agreement must agree to comply with the affirmative marketing responsibilities in accordance with 24 CFR §92.351, if the HOME funds administered pursuant to the contract will be used for housing containing five or more assisted units.
 6. The agreement must provide that the HOME Program operates on a reimbursement basis, and that all claimed costs must be paid before submission of reimbursements request. Any act(s) of non-compliance will require the entire amount of HOME subsidy to be repaid to the HOME Investment Partnership Account as required by 24 CFR part 92. The CONTRACTOR may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

7. The agreement must provide that upon its expiration, the parties to the contract will transfer to the City any HOME funds on hand at the time of expiration and attributable to the use of HOME funds and any accounts receivable attributable to the use of HOME funds.
8. The agreement must provide that records shall be maintained and reports shall be submitted as more specifically set forth in sections XVI, XVI and XVIII of this Contract in order to assist the City in meeting its recordkeeping and reporting requirements.
9. The agreement must provide that, in addition to any other remedies for breach which may be available to the City at law or in equity, in accordance with 24 CFR §85.43, suspension or termination may occur if the party to the agreement materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR § 85.44.

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

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

VIII. TERMINATION OF CONTRACT FOR CAUSE: In addition to the procedures set forth in 24 CFR § 85.43, if, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract, and all equipment purchased with federal funds administered by the City of Milwaukee Community Development Grants Administration shall, at the option of the CITY, become the property of the CITY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

IX. TERMINATION FOR CONVENIENCE - 24 CFR §85.44.

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

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

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

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

1. Acquisition activities: Requests for reimbursement involving acquisition of property using HOME funds must be accompanied by the following documents: (1) TS81 – Payment Request and (2) Closing Statement.
2. Other Draws (Rehab, Holding, Taxes, etc.): Requests for reimbursement for rehab, holding, taxes and other draws, must be accompanied by the following documents: (1) TS-81 (Payment Request) and (2) CDA-71 - Schedule of Paid Costs.
3. Final Payment: The final 10% of the appropriated amount HOME funds will be withheld until the "Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA.
4. Summary of Costs: Those development projects that involve HOME assistance to only a portion of the total number of units developed must provide a documented summary of costs. This summary will reflect all sources of revenue and expenditure as well as the ratio of HOME costs to Total Development Costs.

- B. All disbursements of HOME funds for hard costs in connection with Housing Production activities shall be made pursuant to an escrow disbursing agreement with a Title Company selected by CDGA.
- C. Compensation and/or reimbursement for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CDGA approving officer.
- D. Payment Reimbursement - Cost Reports are due by the 10th day of each month and must include the following supporting documentation for reimbursement/payment:
 - 1. Cost Report and Schedule of Paid costs
 - 2. Project Activity Report and Direct benefits Status Report
 - 3. Property List and Status of Activity
- E. All items described in **Attachment C** titled **"2009 Reporting Dates for Fiscal and Programmatic Documents,"** attached to and made a part of this Contract, are due to CDGA by the due date(s) as specified in Attachment C.
- F. The CITY agrees to compensate the CONTRACTOR only for activity undertaken which is reasonable and directly related to activity and completed as described in Article II.
- G. If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur costs for the activity(ies) described in the Scope of Services set forth in Attachment A and Article II of this Agreement, provided such costs are allowable under federal regulations governing the use of Grant Program funds.
- H. If the CONTRACTOR receives CDBG or HOME funds for the purposes of acquiring, rehabilitating and selling affordable housing, or new construction of affordable housing, any reimbursements received pursuant to this Contract shall be subject to the terms and conditions set forth in the Escrow Fund Disbursing Agreement, relating to the specific affordable housing property involved and entered into between the CITY, CONTRACTOR, and a title insurance company selected by the CITY.
- I. The CONTRACTOR shall provide the CITY the source and amount of all non-Grant Program funds utilized in the performance of project activities. If a Cost Allocation plan is required under **Attachment A**, it must have the review and approval of the City Comptroller.
- J. The CONTRACTOR shall not use any of the Federal funds provided by this Contract for the payment of liabilities or costs incurred prior to January 1, 2009.
- K. All property costing \$300.00 or more per unit must be approved by CDGA. A CDGA property record form and all supporting documentation such as invoices must be submitted with the cost report in order to be reimbursed for the cost of the property.
- L. The CITY will only make reimbursement to the CONTRACTOR for sub-contractor expenses provided under the following conditions:
 - 1. The CONTRACTOR has properly procured the sub-contractor under Procurement requirements described in this Agreement; and,
 - 2. An executed copy of the subcontract is on file with City Comptroller and the CITY's Community Development Grants Administration.
- M. Payment under this Contract is subject to the Prompt Payment Policy established in Common Council File No. 900859.

N. Final Cost Reports

1. Final Cost and Program Activity Reports for 2009, including documentation and data sources on Performance Outcome Measurements, are due no later than 4:00 P.M. on January 14, 2010 at the CDGA office.
2. All accrued costs reported on the Final Cost Report must be submitted for reimbursement to CDGA no later than 4:00 P.M. on February 13, 2010.

O. Prior to disbursement of any Grant funds for the purpose of construction, acquisition or rehabilitation work on a specific property, the property and the amount of Grant funds allocated to each such property must be approved by the CITY and set-up in HUD's IDIS system.

P. The final 10% of the project development budget shall be withheld until the Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA. Within 30 days of property sales/closing, the following documents should be submitted to CDGA:

- 1) TS-81 Payment request
- 2) Homebuyer/Homeowner Rehab completion form (HUD 40096).
Must include all units rehabbed at the property.
- 3) Certificate of code compliance (all units)
- 4) Copy of executed covenant
- 5) Loan/Mortgage/deed restrictions documents, when required by CDGA.
- 6) Copy of loan agreement (rental only)
- 7) Census long form Calculation of Income Worksheet

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

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

XIV. PERSONNEL.

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

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

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

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

XVII. RECORDS.

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

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

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

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

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

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

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

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

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

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

E. LOBBYING.

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

XXII. DISCRIMINATION PROHIBITED.

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

2. The CONTRACTOR shall not, in performing services under this agreement, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Affirmative Marketing. The CONTRACTOR agrees to comply with the affirmative marketing responsibilities in accordance with 24 CFR §92.351, if the HOME funds administered pursuant to the contract will be used for housing containing five or more assisted units.

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

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

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

XXVI. PROGRAM INCOME_ "Program income" means gross income received by the CONTRACTOR directly generated from the use of HOME funds and as further detailed in 24 CFR 570.503. When such income is generated by an activity that is only partially assisted with HOME funds, the income shall be prorated to reflect the percentage of HOME funds used:

- A. All program income generated from the use of HOME funds under any contract with the City of Milwaukee is the sole property of the CITY. Any reuse of HOME program income is governed by the authority granted by the Community and Economic Development Committee under its current Revolving Fund Policies (attached to and made a part of this Contract).
- B. During or upon expiration of this Contract, all program income as defined in 24 CFR 570.503 must be returned to the CITY unless otherwise authorized by CDGA.
- C. Notwithstanding the foregoing, if CONTRACTOR is engaged in Housing Production activities under this Agreement, all program income generated by CONTRACTOR from the sale of a property may be retained by CONTRACTOR for the use on other eligible housing activity with Prior approval by CDGA. In order to retain such program income, the CONTRACTOR must reflect the sale of the property on the monthly cost report, and submit the following documents to the Community Development Grants Administration within 30 days of the date of sale (closing) for each property:

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

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

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

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

XXIX. FEDERAL MANAGEMENT AND BUDGET REQUIREMENTS AND PROCUREMENT STANDARDS

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

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

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

4. Contracts and Purchases Greater than \$50,000 - All Requests for Proposals greater than \$50,000 must be advertised in either the Milwaukee Journal Sentinel or the Daily Reporter. Additionally, copies of all bids received and a bid tabulation sheet that justifies contractor selection must be maintained for each project. In order for a bid to be acceptable, it must be from bonafide contractors, licensed in the City of Milwaukee, be signed and dated, and include a complete list of activities to be performed, and or materials and services to be provided. Failure to follow these procurement procedures will result in a Finding during a CDGA monitoring visit and may require the agency to "payback" all Federal funds disbursed using non-Federal funds.
5. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards is submitted to and approved by CDGA.

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

1. Contracts may not be awarded to debarred, suspended, or otherwise ineligible contractors. Agency must comply with all Federal, State, and Local laws, rules and regulations. The City of Milwaukee will not pay for work performed by any firm that is de-barred or not otherwise eligible to be awarded work. The Agency is responsible for reviewing the HUD debarred and suspended list, and for rejecting bids from ineligible contractors. The list is updated regularly and can be accessed via the internet at: <http://epls.arnet.gov/> Only the eligibility of the prime contractor must be verified and documented. Subcontractor clearance is the responsibility of the prime contractor. However, if you have reason to believe that a subcontractor is ineligible, you must also inquire further to learn the subcontractor's actual status. If you find that the subcontractor is in fact ineligible, notify the prime contractor immediately that the ineligible subcontractor must be terminated.
2. The contractor/vendor will provide products and service that meet the appropriate specifications, including start and completion time requirements.
3. The firm is a bona fide business with experience in the work they are proposing to do.
4. The company has a good record of doing business and/or a good reputation with customers, peers, and suppliers.
5. The business has all required licenses, certifications, and qualifications.
6. The price is competitive, reasonable and market-based (as explained in paragraph 8 below).
7. The business is a Minority, Women-Owned, or Disadvantaged Business Enterprise.
8. CDGA seeks to purchase from local (i.e. City of Milwaukee-based) vendors/contractors. ***Unless there are extenuating circumstances, a lower quote***

may not be "reasonable and market-based" if it deviates from staff's cost estimate and/or the average of the other bidders' prices by 15% or more.

9. Any deviation from these standards will/shall result in non-payment of costs reported unless written documentation adequate in the sole judgment (discretion) of CDGA, to establish compliance with HUD federal procurement standards is submitted to and approved by CDGA.
- C. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-102: The CONTRACTOR will comply with all applicable provisions of OMB Circular A-102 and 24 CFR § 85.36, (as amended) relating to procurement procedures with federal grant funds, as more specifically set forth in Attachment I hereto. (CIRCULAR A-102 may be amended from time to time..
- D. BONDING and INSURANCE (RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110 as amended 09-30-1999)
 1. A state or local unit of government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payments bonds except for contracts exceeding \$100,000, the minimum requirements shall be as follows:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- E. CONTRACTOR shall comply with all applicable provisions of the Standards for Grantee Financial Management System. (Subpart C.21) RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999.
- F. CONTRACTOR shall comply with all applicable provisions of the Property Management Standards (Subpart C.32). RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110, as amended 09-30-1999..
- G. CONTRACTOR shall comply with all applicable provisions of the Cost Principles for State and Local Government. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-87, as amended.
- H. CONTRACTOR shall comply with all applicable provisions of the Cost Principles for Nonprofit Organizations. RE: OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-122, as amended 05-10-2004.

XXX. OTHER PROVISIONS.

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

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

XXXII. FEDERAL LABOR LAWS.

- A. 40 USC § 3701 (formerly the Contract Work Hours and Safety Standards Act). All contracts in an amount in excess of \$100,000 shall include a provision mandating compliance with section 40 U.S.C. section 3701 concerning Contract Work Hours and Safety Standards.
- B. Copeland Anti-Kickback Act. All contracts for construction and repair shall include a provision mandating compliance with the Copeland "Anti-Kickback" act (42 USC 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- C. Davis-Bacon Act. Except with respect to the rehabilitation and /or new construction of residential property designed for residential use for less than twelve Units, the CONTRACTOR and any subcontractors engaged under contracts for the construction, execution, completion or repair of any building or work financed in whole or in part with HOME funds under this Contract shall comply with the Davis-Bacon Act (40 USC 276a) governing the payment of minimum wages, as supplemented by the regulations of the Department of Labor (29 CFR Part 5); however, if wage rates higher than those required under such regulations are imposed by State or Local law, nothing hereunder is intended to relieve the CONTRACTOR of its obligations, if any, or require payment of higher rates.

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

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

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

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

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

- 1. To follow all operating procedures as detailed in the Handbook for Housing Producers for both the use of CDBG and HOME funds; (to be provided by CDGA)
- 2. To attend and participate in the annual housing production meeting and other training programs to be held in 2009 as directed by CDGA;

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

security items to protect occupants. An additional goal is to stabilize neighborhoods within the target area.

B. As a NIP Provider, THE CONTRACTOR agrees to the following:

1. To follow all operating procedures as detailed in the **Neighborhood Improvement Project Handbook for both the use of CDBG and HOME funds**; (to be provided by CDGA);
2. To attend and participate in the annual NIP meeting and other training programs to be held in 2009 as directed by CDGA;
3. To provide HUD approved lead based paint notifications to each unit occupant;
4. To include the following information in its project records:
 - a. Address of the property;
 - b. Number of residential dwelling units occupied by assisted households;
 - c. The type of Housing Assistance provided;
 - d. The program funding source(s) and amount(s) of Federal assistance provided;
 - e. The name of the household or person assisted:
 - (1) The income category (i.e., very low-income (0 to 30% of CMI), low-income (31 to 50% of CMI) or low-moderate income (51 to 80% of CMI);
 - (2) The head of household's racial/ethnic group identification.
5. To provide a Project Setup Checklist containing the following information for each HOME- assisted project:
 - a. Client Application
 - b. Signed Release of Information Statement from applicant
 - c. Notarized financial status form for persons claiming to have no income
 - d. Tenant information form, if applicable
 - e. Proof of paid property taxes or taxes being paid on a current installment plan
 - f. Statement from Mortgage Company showing that the mortgage is current
 - g. If mortgage has been paid off, a copy of the Mortgage satisfaction document
 - h. Proof of current Homeowners Insurance (declaration page)
 - i. Proof of ownership of property (copy of deed)
 - j. Income Verification-Source documents most recent tax returns, W2 forms, 2 most recent check stubs, pension and SSI statements, rental income, etc. (including Assets information, savings, checking, 401K, etc.)
 - k. Copies of most recent utility bills. (if in arrears an acceptable payment arrangement must be made by customer and a copy placed agency for client file)
 - l. Lead test results
 - m. Copy of death certificate if an owner on title is deceased
 - n. Copy of divorce papers if there is a question of joint ownership
 - o. Completed and Notarized Eligibility Affidavit
 - p. NIP Setup Form
 - q. Copy of Setup letter
 - r. Homeowner Rehab Setup and Completion Form (Sections A-E).
6. To provide a Project Completion Checklist containing the following information for each HOME assisted project:
 - a. Project Rehab Completion Form (CDA-36, and TS-81 with DNS sign-off). Must include all units rehabbed at the property.
 - b. Job Cost Report Form 1a and 1b, if applicable

- c. Satisfactory Lead test Results from City of Milwaukee Health Department, if applicable
- d. Copy of Executed Covenant, and Regulatory Agreement, if applicable
- e. Loan/mortgage/deed restriction documents, as required by CDGA
- f. Homeowner Rehab Setup and Completion Form (Sections F-I).

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

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

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

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

 - b. **Initial Annual Income Re-Certification** - The CONTRACTOR agrees to conduct initial annual income re-certifications upon the request of CDGA, or at the option of CDGA, to grant CDGA access to its records and the units to conduct such reviews. The CONTRACTOR will provide documentation, subject to CDGA approval, that incomes of tenants have been checked and meet program income eligibility requirements. This documentation shall be received by CDGA upon initial occupancy of the tenant(s) no later than November 1, 2009 and should include all units occupied. This provision shall not apply to the City's Department of City Development which is required to conduct its own income certifications and submit the information to CDGA on or before September 30, 2009. Notice to tenant of review shall be contained in the lease.

 - c. **Annual Income Re-Certifications: Rent Reviews-** As required by the U.S. Department of Housing & Urban Development under the HOME program, the City of Milwaukee-Department of Neighborhood Services will conduct annual rent reviews. The CONTRACTOR agrees to conduct annual rent

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

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

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

Tenant and participant protections. (Sec. 92.253)

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

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

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

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

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

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

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

property. The period of affordability is determined according to the chart set forth in Section XXXV C.1. above. If the unit is assisted using a HUD-insured mortgage, the affordability period is the term of the mortgage.

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

E. METHOD OF PAYMENT.

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

1. Acquisition: For the acquisition of property using HOME funds the following documents are required for the processing of requests for reimbursement: TS-81A (Payment Request) and closing statement.
2. Other Draws (Rehab, Holding, Taxes, etc.): For rehab, holding, taxes and other draws, a TS-81 (Payment Request) and CDA-71 (Schedule of Paid Costs) are required for processing.
3. Final Payment: The final 10% of the project development budget shall be withheld until the "Certificate of Occupancy" or the "Certificate of Code Compliance" is received by CDGA:

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

- a. TS-81 HOME Payment Request
- b. Homebuyer/Homeowner Rehab Completion Form (HUD40096) must include all units rehabbed at the property.
- c. Certificate of Code Compliance (All Units)
- d. Copy of Executed Covenant
- e. Loan/mortgage/deed restriction documents, when required by CDGA
- f. Copy of Loan Agreement (Rental Only)
- g. Census Long Form Calculation of Income Worksheet

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

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

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

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

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

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

H. **FORECLOSURE.**

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

CITY OF MILWAUKEE,
A Municipal Corporation

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

Date: _____

CONTRACTOR:

By: _____ Title: _____

Date: _____

By: _____ Title: _____

Date: _____

Countersigned:

(City Comptroller)

Date: _____

Examined and approved as to form
and execution this _____ day of
_____, 200____.

Assistant City Attorney

CERTIFICATE REGARDING CORPORATE AUTHORITY

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

Reference is made to that certain Contract for Services ("Contract"), dated as of _____, 200____, between the Corporation and the City of Milwaukee, Wisconsin (the "City").

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

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

Name	Title	Signature
_____	_____	_____
_____	_____	_____

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

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

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

Dated this _____ day of _____, 200_____.

(NAME OF CORPORATION)

By: _____

Title: _____

By: _____

Title: _____

(CORPORATE SEAL)

LIST OF ATTACHMENTS

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

ATTACHMENT A

SCOPE OF SERVICES

In accordance with the CITY's Final Statement of Community Development Objectives and projected use of funds for the Community Development Block Grant Program as approved under Common Council Files 080408, 080861, 080862, 080863, 080864, 080865, 080866 and 081091;, which are incorporated herein by reference, and all applicable Community Development Program Regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974 (as amended), the CONTRACTOR shall in a satisfactory, timely and proper manner, undertake and complete the following project:

NOTICES SENT TO FOR FILE : 090865

[illegible]



Legislation Details (With Text)

File #: 090881 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution approving the Year 2010 Operating Plan for Business Improvement District No. 17 located in the City of Milwaukee.

Sponsors: THE CHAIR

Indexes: BUSINESS IMPROVEMENT DISTRICT 17, BUSINESS IMPROVEMENT DISTRICTS

Attachments: BID 17 Operating Plan, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090881

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution approving the Year 2010 Operating Plan for Business Improvement District No. 17 located in the City of Milwaukee.

Analysis

Section 66.1109(3) (b), Wisconsin Statutes, requires that Business Improvement Districts submit annual Operating Plans for City approval. This resolution approves the Year 2010 Operating Plan for Business Improvement District No. 17 and authorizes assessments on taxable property within said District.

Body

Whereas, The Common Council of the City of Milwaukee ("Common Council") has created Business Improvement Districts in the City of Milwaukee and has approved their first year Operating Plans; and

Whereas, Section 66.1109(3) (b), Wisconsin Statutes, requires that Boards of Business Improvement Districts submit annual Operating Plans to the Common Council for approval; and

Whereas, The Board of Business Improvement District No. 17 (76th/Brown Deer) has submitted a proposed Year 2010 Operating Plan; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Year 2010 Operating Plan for Business Improvement District No. 17 is approved; and, be it

Further Resolved, That the City Treasurer, City Comptroller, Assessment Commissioner and other affected departments are directed to collect and disburse BID assessments in accordance with said Year 2010 Operating Plan; and, be it

Further Resolved, That all City officials, departments, boards and commissions are directed to take all actions and provide such assistance, as necessary, to carry out the intent and purpose of this resolution and said approved Year 2010 Operating Plan.

Drafter

DCD:RFM:rfm

11/03/09/A

**BUSINESS IMPROVEMENT DISTRICT #17
2010 OPERATING PLAN**

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	DISTRICT BOUNDARIES.....	2
III.	PROPOSED OPERATING PLAN.....	2
	A. Plan Objectives	2
	B. Proposed Activities-2010	2
	C. Proposed Expenditures.....	3
	D. Financing Method.....	3
	E. Organization of BID Board.....	4
IV.	METHOD OF ASSESSMENT.....	5
	A. Assessment Rate and Method.....	5
	B. Excluded and Exempt Property.....	5
V.	CITY ROLE IN DISTRICT OPERATION.....	6
VI.	FUTURE YEAR OPERATING PLANS.....	6
	A. Annual Plans.....	6
	B. Amendment, Severability and Expansion.....	7
	APPENDICES.....	8

I. INTRODUCTION

In 1984, the Wisconsin legislature created s. 66.608 of the Statutes enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is "... to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities." (1983 Wis. Act 184, Section 1, legislative declaration.)

The city of Milwaukee has received a petition from property owners which requested a creation of a Business Improvement District for the purpose of beautifying and maintaining the turf and landscaping in the medians along Brown Deer Road in the Grandview Station area on Milwaukee's Northwest side. This document is the 2010 Operating Plan for the Business Improvement District #17. The BID proponents prepared this Plan with the technical assistance from the City of Milwaukee Department of City Development and after following the requirements of s. 66.608, Wisconsin Statutes, the Common Council of the City of Milwaukee created BID No. 17 on April 2, 1996, by Resolution File No. 951754 and adopted an initial operating plan for the BID.

Section 66.608(3) (b), Wisconsin Statutes, requires that every BID Board "shall annually consider and make changes to the operating plan... the Board shall then submit the operating plan to the local legislative body for approval." The Board of Bid No. 17 submits this 2010 operating plan in fulfillment of the statutory requirement.

This operating plan proposes a continuation of the activities described in the initial operating plan, dated March 5, 1996. Therefore, it incorporates by reference the earlier plan as adopted by the Common Council. In the interest of brevity, this plan emphasizes the elements required by s. 66.608, Wisconsin Statutes, and does not repeat background information which is contained in the earlier plan.

II. DISTRICT BOUNDARIES

Boundaries of the district are shown on the map in Appendix A of this plan. The properties included in the district are listed in Appendix B.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The objective of the BID is to improve and enhance the landscaping on the boulevards and medians on West Brown Deer Road between North 91st Street and North 68th Street and on North 76th Street between West Brown Deer Road and West Fairy Chasm Drive. This improvement is being undertaken to achieve the following goals:

- Create a dramatic, fresh new image for the area which reflects a feeling of rejuvenation and renovation.

- Project a higher level of care which will counteract any perception that the quality of the area is eroding.
- Create a more pleasant appearance and increase curb appeal for potential patrons who might currently be driving by.
- Have a favorable impact on reducing business vacancies.
- Maintain the investments that the owners have made in their properties.
- Create a suburban, country-like atmosphere vs. a harsh highway appearance.

B. Proposed Activities - 2010

In 1996, the BID obtained a permit from the Wisconsin Department of Transportation (Wis. DOT) for the landscaping project, obtained a loan from the City of Milwaukee to fund the landscaping, and contracted for installation of the landscaping. Principal activities to be engaged in by the district during 2010 will include:

- a. Continuing its contract with a landscape contractor for the maintenance of the landscaping.
- b. Monitoring the contractor's maintenance of the landscaping.
- c. Maintaining communication with the property owners and merchants regarding implementation of the landscaping project.
- d. Making payment to the city of the annual principal and interest, due on its loan.
- e. Complying with the city's and state's reporting requirements for BIDs.

C. Proposed Expenditures

Proposed 2010 Budget
Business Improvement District No. 17

Landscaping	
-principal and interest payment to city:	\$16,537.00
-maintenance:	\$20,463.00
- landscaping repairs	<u>\$ 3,000.00</u>
Total:	<u>\$40,000.00</u>

D. Financing Method

In 2010 the district will be funded by special assessments paid by property owners. The special assessments will be used to make the annual payment due to the city, to maintain the plantings installed IN 1996(water, fertilizer, pruning, replacing dead material, etc.), and to obtain the annual audit required by the BID statute. (See Section IV. of this plan for the description of the special assessment method. The assumptions on which the debt service is based are described in the development and maintenance agreement executed by BID and the city (contract No. 96-182(CM)) for the landscape project.)

The district board will have the authority and responsibility to prioritize expenditures and to revise the district budget as necessary to match the funds actually available. Any funds unspent at the end of the year shall be carried over and applied against future expenses. Assessments may only be made for the landscaping project as described in Section III.B of the initial operating plan and the annual audit required by statute. No other administrative expenses will be included in assessments in excess of one percent (1%) of the current year's assessments.

E. Organization of BID Board

Upon creation of the BID, Mayor Tom Barrett appointed members to the district Board. The current Board members are:

MS, Cheryl Watkins, Bid Treasurer
M&I Bank

Ms. Dorothy Schmidt
M&I Bank

Mr. Stan Sapiro, Vice-Chairman
Northridge Shopping Center

Ms. Leslie Feiler, BID Chair
Granville Professional Building

Copies of Board's by-laws are available upon request to the Board.

IV. METHOD OF ASSESSMENT

A. Assessment Rate and Method

The principle behind the assessment methodology is that each property should contribute to the BID in proportion to the benefit derived from the BID. After

consideration of other assessment methods, it was determined that assessed value of a property was the characteristic most directly related to the potential benefit provided by the BID. Therefore, BID assessments are based on the assessed value of the property, including land and improvements, as recorded by the Assessment Commissioner of the City of Milwaukee.

However, maintaining an equitable relationship between the BID assessment and the expected benefits requires an adjustment to the basic method. To prevent the disproportional assessment of a small number of high value properties, a maximum assessment of six percent (6%) of the current year's total proposed expenditures per parcel will be applied.

Allocation of the district's annual expenses will be based on each individual property's assessed value as a percentage of district's total assessed valuation, not to exceed the maximum BID assessment. Appendix B shows the projected BID assessment for each property included in the district.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. Section 66.608 (1) (f) 1m: According to city records, the district does not contain property used exclusively for manufacturing purposes, or property used in part for manufacturing. If, in the future, manufacturing property is constructed in the district, these properties will be assessed according to the method set forth in this plan, because it is assumed that they will benefit from the district.

2. Section 66.608 (5) (a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID exempt properties in Appendix B, as revised each year. Exclusively residential property which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

3. In accordance with the interpretation of the City Attorney regarding Section 66.608 (1) (b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. CITY ROLE IN DISTRICT OPERATION

The City of Milwaukee has committed to helping private property owners in the district promote its development. To this end, the city played a significant role in the creation of the BID and in the implementation of the initial operating plan. In the future, the city will continue to assist the BID by:

1. Providing technical assistance as appropriate to the BID Board.
2. Monitoring and, when appropriate, applying for outside funds which could be used in support of the district.
3. Collecting the BID assessments, maintaining in a segregated account, and disbursing the monies of the district.
4. Receiving annual audits as required per sec. 66.608 (3) (c) of the BID law.
5. Providing the Board, through the Assessment Commissioner's Office or before June 1st of each Plan year, with the current assessed value for each tax key number with the district, for purposes of calculating the BID assessments.
6. Encouraging the State of Wisconsin, Milwaukee County and other units of government to support the activities of the district.

Presentation of this plan to the city shall be deemed a standing order of the Board under s. 66.608 (4), Wisconsin Statutes, for the collection and disbursement of the BID assessments in accord with this plan. Assessments and disbursements to be made pursuant to this plan shall be shown in the city's budget as a line item and shall not be included under the control of any department of the city.

VI. FUTURE YEAR OPERATING PLANS

A. Annual Plans

Section 66.608 (3) (a), Wisconsin Statutes, requires the BID Board and the city to review and make changes as appropriate in the BID operating plan each year. Therefore, the information provided in this document on specific assessed values, budget amounts and assessment amounts is based on existing 2008 or anticipated 2010 conditions. The BID Board intends to update and revise the operating plan annually, in response to changing conditions in the district, consistent with the purposes and objectives defined in the initial (1996) Bid operating plan. Approval by the Common Council of such annual updates shall be conclusive evidence of compliance with earlier BID operating plans and the BID law.

In later years, the BID Board will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the Board shall not submit to the Common Council an annual operating plan which proposes activities beyond the landscaping of the medians on West Brown Deer Road and North 76th Street, as described in Section III.B of the initial BID operating plan, the maintenance of the landscaping installed, or the restoration of the medians to the condition required by the Wis. DOT, unless the Board first obtains the prior approval of a majority of the property owners in the district for the proposed additional activities. Approval shall be obtained

through a paper ballot sent to all property owners listed in the appendix of the current year operating plan. A majority for this purpose shall be property owners representing more than fifty percent (50%) of the BID special assessments as set forth in the current year operating plan. The method of assessment shall not be materially altered in subsequent plans, except with the consent of the City of Milwaukee.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.608 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of re-establishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Milwaukee as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.608 (3) (b).

APPENDICES

- A. Map of District Boundaries**
- B. Proposed Special Assessments**

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 11/03/09

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution approving the Year 2010 Operating Plan for Business Improvement District No. 17 located in the City of Milwaukee.

B) Rocky Marcoux, Commissioner, DCD

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☒ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☒ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	BID assessments		\$40,000		
TOTALS			\$40,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090881

[illegible]



Legislation Details (With Text)

File #: 090561 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 9/1/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution creating Business Improvement District No. 42, Schlitz Park, and approving its first year Operating Plan, in the 3rd Aldermanic District.

Sponsors: ALD. KOVAC

Indexes: BUSINESS IMPROVEMENT DISTRICT 42

Attachments: City Plan Commission Letter, Proposed Operating Plan-Revised, Proposed Operating Plan, City Attorney Letter dated 11-13-09.pdf, Fiscal Analysis, Notice Published for CPC on 9-4-09 and 9-11-09, Substitute Fiscal Note, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/4/2009	0	CITY CLERK	PUBLISHED		
9/11/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	REFERRED TO		
10/20/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
10/20/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
10/20/2009	1	CITY CLERK	DRAFT SUBMITTED		
10/26/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
10/26/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	RECONSIDERED	Pass	5:0
10/26/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number
090561
Version
SUBSTITUTE 1
Reference

Sponsor
ALD. KOVAC
Title

Substitute resolution creating Business Improvement District No. 42, Schlitz Park, and approving its first year Operating Plan, in the 3rd Aldermanic District.

Analysis

This substitute resolution establishes a Business Improvement District, pursuant to Wisconsin Statutes, for the area bounded by the Milwaukee River on the East, Dr. Martin Luther King, Jr. Drive on the West, Pleasant Street on the North and Cherry Street on the South, in the 3rd Aldermanic District. This resolution also adopts a first year Operating Plan and budget for the BID, creates a District Board and authorizes special assessments totaling \$113,000 on taxable properties in the BID.

Body

Whereas, The Schlitz Park business district is a vital and integral part of the City of Milwaukee ("City"); and

Whereas, A Business Improvement District ("BID"), as authorized by Section 66.1109, Wisconsin Statutes, provides a financing method to allow the Schlitz Park business district to become self-sustaining; and

Whereas, Several property owners in the proposed BID have submitted petitions requesting the City to establish a BID in the area; and

Whereas, An initial Operating Plan has been prepared, which describes proposed activities within the District and which acts in accordance with applicable Wisconsin Statutes; and

Whereas, Said Operating Plan has been reviewed and adopted by the City Plan Commission following a public hearing; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that Business Improvement District No. 42, Schlitz Park, and the associated District Board are hereby created; and, be it

Further Resolved, That the initial Operating Plan for BID No. 42, a copy of which is attached to this Common Council File, is hereby adopted; and, be it

Further Resolved, That the City Treasurer, City Comptroller and other affected departments are hereby directed to collect and disburse BID No. 42 assessments in accordance with the Operating Plan; and, be it

Further Resolved, That all City officials, departments, boards and commissions are directed to take all actions and provide such assistance, as needed, to carry out the intent and purpose of this resolution and the adopted Operating Plan for BID No. 42.

Drafter
DCD:RFM:rfm
10/20/09

September 22, 2009

To the Honorable Common Council
Community Economic Development Committee
City of Milwaukee

Dear Committee Members:

On September 21, 2009 the City Plan Commission held a public hearing regarding a petition to the City of Milwaukee to create the Business Improvement District Number Forty-Two (Schlitz Park, Common Council file number 090561) and approve its first year operating plan. The district would generally be bounded by North Dr. Martin Luther King Jr. Drive to the west, the Milwaukee River to the east, West Cherry Street to the south and West Pleasant Street to the north, in the 3rd Aldermanic District.

Section 66.1109 of the State statutes allows businesses within such a district to develop, manage and promote the district, and to establish an assessment method to fund these activities.

Business Improvement District No. 42 will be used to pay for the capital costs of repairing and reconstructing the Schlitz Riverwalk. Over the last two years, the Schlitz Riverwalk has suffered significant infrastructure damage. The dock wall was over 100 years old and had been repaired completely on an emergency basis to prevent the entire Riverwalk from falling into the Milwaukee River. As a result, the Riverwalk in its current state is unusable and needs to be repaired permanently.

Based on this information, the commission felt that the establishment of the business improvement district would be a positive step for the general area and therefore recommended approval of the establishment of BID No. 42.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: R. Manuel

File

BUSINESS IMPROVEMENT DISTRICT NO. 42

Schlitz Park

PROPOSED OPERATING PLAN

1555 N River Center Drive
Suite 204
Milwaukee, Wisconsin 53212
414-272-6302

Introduction

The Schlitz Riverwalk has suffered tremendous infrastructure damage in the last two years. The Dock wall was over 100 years old and had to be repaired completely on an emergency basis to prevent the entire Riverwalk from falling into the Milwaukee River. As a result, the Riverwalk in its current state is unusable and needs to be returned to its previous glory as it is the longest single stretch of Riverwalk on the entire system.

Year 1 Operating Plan

I. Introduction

In 1984, the Wisconsin Legislature created Sec. 66.1109 (formerly Sec. 66.608) of the Wisconsin Statutes (“BID Law”) enabling cities to establish Business Improvement Districts (BIDs) upon the petition of at least one-property owner within the proposed district. The purpose of the law is “... *to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.*” (1983 Wisconsin Act 184, Section 1, legislative declaration)

The City of Milwaukee has received a petition for property owners which requests creation of Business Improvement district for the purpose of revitalization and improving the Schlitz Park business area in Milwaukee’s 3rd Aldermanic District.(See Appendix C). The BID law requires that every district have an annual Operating Plan. This document is the initial Operating Plan for the proposed Schlitz Park district. The BID proponents prepared this Plan with technical assistance from the City of Milwaukee Department of City Development.

We are hoping that the Common Council of the City of Milwaukee by Resolution File Number ____, creates Business Improvement District Number (“Schlitz BID”, “BID”, or “District”) and adopts its initial operating plan.

The BID Law requires that a BID Board of Directors “...*shall annually consider and make changes to the operating plan. The Board shall then submit the operating plan to the local legislative body for its approval.*” The Board not yet appointed submits this 2010 Operating Plan in fulfillment of the statutory requirement (“Operating Plan”).

This Operating Plan proposes to repair the Schlitz Riverwalk to its previous glory in cooperation with the City of Milwaukee. All plans will be approved by DCD and the appropriate city agencies prior to implementation.

II. District Boundaries

Boundaries of the Schlitz BID are shown on the map in Appendix C of this Operating Plan. A listing of the properties included in the Schlitz Park BID is provided in Appendix D. (Together Appendix C and D, “BID Boundary”)

III. Proposed Operating Plan

A. Plan Objective

The objective of the Schlitz Business Improvement District is to pay for the capital costs of repairing and reconstructing the Schlitz Riverwalk. The total cost for this work, including dock wall reconstruction and installation of new Riverwalk and related amenities, is \$1,794,325. Of this amount, \$848,200 will be paid for by the Schlitz Business Improvement District (the "BID Contribution"). The balance is being paid for by the owners of the properties within the BID and by the City of Milwaukee. The BID Contribution has been loaned to the BID by the City and the property owners within the BID and will be repaid by the BID through annual assessments over a period of ten years at an annual interest rate of 5%. The annual assessment to the BID for the BID Contribution will be \$108,000. In addition to the assessment for the annual installment of the BID Contribution, there will be a modest annual assessment to cover the BID's administrative expenses. For 2010, the assessment for administrative expenses is \$5,000.

B. Proposed 2010 Expenditures

<u>Revenue</u>	\$113,000
<u>Expenses</u>	
Debt Service – City Loan	\$ 42,000
Debt Service – Schlitz Loan	\$ 66,000
Administrative Expenses	\$ 5,000

C. Financing Method

The proposed expenditures will be financed from funds collected from the BID Assessments (as defined by Section IV.A). The estimated assessed value of BID-eligible properties within the District is \$46,748,000. One hundred percent of the BID budget will be raised through BID Assessments.

The BID Board of Directors shall have the authority and responsibility to prioritize expenditures, and to revise the budget as necessary.

D. Organization of BID Board

Upon creation of the BID, the Mayor will appoint members to the district board ("board"). The board's primary responsibility will be implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – Five

2. Composition - At least three members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Milwaukee. The board shall elect its Chairperson from among its members.

3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.

4. Compensation – None

5. Meetings - All meetings of the board shall be governed by the Wisconsin Open

E. Relationship to the Schlitz Park Business Association.

The BID shall be a separate entity from the any association or organization notwithstanding the fact that members, officers and directors of each may be shared. The association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. The Association may, and it is intended, shall, contract with the BID to provide services to the BID, in accordance with this Plan.

IV. Method of Assessment & Rate

A. Assessment Rate and Method

The principle behind the assessment methodology is that each parcel's owner should pay for the benefit and use of the Riverwalk in proportion to such parcel's benefit and use. Subject to any modifications that might be required under section IV B. 2, below, the annual assessments for the BID Contribution for each of the properties within the BID have been allocated accordingly and shall be fixed and remain the same during the ten-year amortization of the BID Contribution. Each property's proportionate obligation for the annual administrative expenses shall be identical to such property's annual share of the BID Contribution.

The annual assessments for the BID Contribution, fixed for the duration of the ten-year amortization of the BID construction as noted above, are shown in Appendix D, attached hereto. The assessment against a parcel for its proportionate share of the BID Contribution and administrative expenses is herein referred to as "BID Assessment" Any BID Assessment related to a previous year or years may not be contested. Any BID Assessment related to this and any

subsequent Operating Plan may only be contested prior to approval and adoption of this Operating Plan by the City Council.

B. Excluded and Exempt Property

The BID Law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. The BID will assess properties to the maximum extent allowed by law, this includes without limitation, properties used in part or in whole for manufacturing, properties that are vacant, mercantile apartments, and all other properties that are used for any commercial gain. By way of example, and not limiting the foregoing, a property which is used exclusively by its owner and immediate family for their principle residence shall not be assessed. A property will be assessed, however, when any portion of the premises is either (a) leased or possession is otherwise given to a third party, or (b) is used for any other commercial purpose. If any other provision of this Operating Plan shall be in conflict with this paragraph, this paragraph shall prevail.

2. Pursuant to State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the boundaries of the BID. However, if and at such time as any of such formerly exempt property becomes taxable, then such property shall be included within and become part of the BID. When such event occurs, the annual allocation of assessments for the BID Contribution and the administrative expenses shall be adjusted by the BID Board in the next Operating Plan to reflect the addition of the new assessable property.

V. Relationship to Milwaukee Comprehensive Plan and Orderly Development of the City.

A. City Plans

In February 1978, Common Council of the City of Milwaukee adopted Preservation Policy as the policy basis for its Comprehensive Plan and as a guide for its planning, programming, and budgeting decisions. The Common Council reaffirmed and expanded the Preservation Policy in Resolution File Number 881978, adopted January 24, 1989.

The Preservation Policy emphasizes maintaining Milwaukee's present housing, jobs, neighborhoods, services, and tax base rather than passively accepting loss of jobs and population, or emphasizing massive new development. In its January 1989 reaffirmation of the policy, the Common Council gave new emphasis to forging new public and private partnerships as a means to accomplish preservation.

The district is a means of formalizing and funding the public-private partnership between the City and property owners in the Schlitz Park business area and for furthering preservation and redevelopment in the portion of the City of Milwaukee. Therefore, it is fully consistent with City's Comprehensive Plans Preservation Policy.

B. City Role In District Operation

The City of Milwaukee has committed to helping private property owners in the District to promote its development. To this end, the City of Milwaukee has played a significant role in the creation of the Business Improvement District, and intends to assist in the implementation of the Operating Plan. In particular, the City of Milwaukee will:

1. Provide assistance as appropriate to the BID Board of Directors;
2. Monitor and, when appropriate, apply for outside funding which could be used in support of the District;
3. Collect BID assessments and maintain them in a segregated account; Disburse all funds of the District, no earlier than January 31, 2009 and no later than March 31, 2009. Disbursement of the full amount assessed by the District shall be made without reference to the amount of assessments collected by the City by the date of disbursement;
4. Receive annual audits as required per Wis. Stats. Sec. 66.1109(3)(c).
5. Provide the Board of Directors through the Assessor's Office on or before June 30th of each plan year with the official City of Milwaukee records on the assessed value of each tax key number within the district as of January 1 of each plan year and provide an update immediately prior to preparation of tax bills for purpose of calculating the actual BID assessments for the following plan year; and
6. Encourage the State of Wisconsin, County of Milwaukee and other units of government to support the activities of the District.

The presentation of this Operating Plan to the City of Milwaukee shall be deemed a standing order of the Board of Directors under Sec. 66.1109(4) Wis. Stats. to disburse the BID assessments without necessity of an additional disbursement agreement, disbursement method or accounting method. Budget authority made under this plan shall be shown in the City's budget as a line item.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed districts. Pursuant to the statutory requirements, the following process will be followed:

1. The Milwaukee City Plan Commission will review the proposed district boundaries and proposed Operating Plan and will then set a date for a formal public hearing.

2. The City Plan Commission will send, by certified mail, a public hearing notice and a copy of the proposed Operating Plan to all owners of real property within the proposed district. In addition a Class 2 notice of the public hearing will be published in a local newspaper of general circulation.

3. The City Plan Commission will hold a public hearing, will approve or disapprove the Plan, and will report its action to the Common Council.

4. The Economic Development Committee of the Common Council will review the proposed BID Plan at a public meeting and will make a recommendation to the full Common Council.

5. The Common Council will act on the proposed BID Plan.

6. If adopted by the Common Council, the proposed BID Plan is sent to the Mayor for his approval.

7. If approved by the Mayor, the BID is created and the Mayor will appoint members to the district board established to implement the Plan.

B. Petition against Creation of the BID

The City may not create the Business Improvement district if, within 30 days of the City Plan Commission's hearing, a petition is filed with the City containing signatures of:

Owners of property to be assessed under the proposed initial Operating Plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial Operating Plan, using the method of valuation specified in the proposed initial Operating Plan; or

Owners of property to be assessed under the proposed initial Operating Plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed Operating Plan.

VI. Future Year Operating Plans

A. Phased Development

It is possible that the BID Board will revise the Operating Plan in a given year in response to conditions affecting the Riverwalk and/or opportunities and needs within the BID.

Section 66.1109 (3) (a) of the BID law requires the BID Board and the City to annually review and make changes as appropriate in the Operating Plan. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the

Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Milwaukee.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Milwaukee as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109(3)(b).

VII. Contracting with BID #

Any contracting with the BID shall be exempt from the requirements of Sec 62.15, Wis. Stats. because such contracts shall not be for the construction of improvements or provision of materials. If the BID does contract for the construction of improvements or provisions of material, it shall follow the requirements of such statutes to the extent applicable. Further, the annual accounting required under Sec 66.1109(3)(c) Wis. Stats., shall be deemed to fulfill the requirements of Sec 62.15 (14) Wis. Stats. The Board of Directors and the City of Milwaukee shall comply with applicable law before the City inserts assessments for this BID plan onto the tax bills for the parcels assessed there under, only to the extent required by law, to create a lien on the parcels assessed.

APPENDICES

- A. STATE STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES
- D. YEAR ONE PROJECTED ASSESSMENTS
- E. CITY ATTORNEY'S OPINION

APPENDIX "A"
BID STATUTE

WEST'S WISCONSIN STATUTES ANNOTATED MUNICIPALITIES
SUBCHAPTER XI. DEVELOPMENT

Current through 2003 Act 28, published 6/2/03

66.1109. Business improvement districts

(1) In this section:

(a) "Board" means a business improvement district board appointed under sub. (3)(a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subds. 1 to 4 have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notices under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under sub.

(3)(c) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission

shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70. 11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

HISTORICAL AND STATUTORY NOTES

2003 Main Volume

APPENDIX “B”
BID Property Owner Petition

APPENDIX “C”
PROPOSED BID BOUNDARIES

**APPENDIX “D”
PROJECTED BID ASSESSMENTS**

<u>TAX KEY</u>	<u>ADDRESS</u>	<u>PERCENTAGE SHARE OF BID ASSESSMENT</u>	<u>SHARE OF BID CONTRIBUTION</u>	<u>SHARE OF ADMINISTRATIVE EXPENSES</u>	<u>TOTAL</u>
3611841110	1610 N. 2nd St.	8.95%	\$9,666.00	\$ 447.50	\$10,113.50
3611954000	215 W. Pleasant St.	2.29%	2,473.20	114.50	2,587.70
3611961000	201 W. Pleasant St.	1.91%	2,062.80	95.50	2,158.30
3612001000	235 W Galena St.	1.28%	1,382.40	64.00	1,446.40
3611963000	101 Et Pleasant St.	2.31%	2,494.80	115.50	2,610.30
3611842000	111-113 W Pleasant St	2.31%	2,494.80	115.50	2,610.30
3611844000	101 West Pleasant St.	4.63%	5,000.40	231.50	5,231.90
3611852110	1542 N 2nd St	14.45%	15,606.00	722.50	16,328.50
3610184112	1505-55 N River Cnter	59.90%	64,692.00	2,995.00	67,687.00
3611962000	1500 N 2nd Street	1.22%	1,317.60	61.00	1,378.60
3612002000	205-219 W Galena St	<u>0.75%</u>	<u>\$ 810.00</u>	<u>\$ 37.50</u>	<u>847.50</u>
		100%	\$108,000	\$5,000	\$113,000

The owner of 1505-55 North RiverCenter Drive is Schlitz RiverCenter LLC. The owner of all other properties is The Brewery Works, Inc. The address of all of the owners is 1555 North RiverCenter Drive, #204, Milwaukee, WI.

APPENDIX “E”
CITY ATTORNEY’S OPINION

BUSINESS IMPROVEMENT DISTRICT NO. 42

Schlitz Park

PROPOSED OPERATING PLAN

**1555 N River Center Drive
Suite 204
Milwaukee, Wisconsin 53212
414-272-6302**

Introduction

The Schlitz Riverwalk has suffered tremendous infrastructure damage in the last two years. The Dock wall was over 100 years old and had to be repaired completely on an emergency basis to prevent the entire Riverwalk from falling into the Milwaukee River. As a result, the Riverwalk in its current state is unusable and needs to be returned to its previous glory as it is the longest single stretch of Riverwalk on the entire system.

Year 1 Operating Plan

I. Introduction

In 1984, the Wisconsin Legislature created Sec. 66.1109 (formerly Sec. 66.608) of the Wisconsin Statutes ("BID Law") enabling cities to establish Business Improvement Districts (BIDs) upon the petition of at least one-property owner within the proposed district. The purpose of the law is "*... to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.*" (1983 Wisconsin Act 184, Section 1, legislative declaration)

The City of Milwaukee has received a petition for property owners which requests creation of Business Improvement district for the purpose of revitalization and improving the Schlitz Park business area in Milwaukee's 3rd Aldermanic District.(See Appendix C). The BID law requires that every district have an annual Operating Plan. This document is the initial Operating Plan for the proposed Schlitz Park district. The BID proponents prepared this Plan with technical assistance from the City of Milwaukee Department off City Development.

We are hoping that the Common Council of the City of Milwaukee by Resolution File Number ____, creates Business Improvement District Number ("Schlitz BID", "BID", or "District") and adopts its initial operating plan.

The BID Law requires that a BID Board of Directors "*...shall annually consider and make changes to the operating plan. The Board shall then submit the operating plan to the local legislative body for its approval.*" The Board not yet appointed submits this 2010 Operating Plan in fulfillment of the statutory requirement ("Operating Plan").

This Operating Plan proposes to repair the Schlitz Riverwalk to its previous glory in cooperation with the City of Milwaukee. All plans will be approved by DCD and the appropriate city agencies prior to implementation.

II. District Boundaries

Boundaries of the Schlitz BID are shown on the map in Appendix C of this Operating Plan. A listing of the properties included in the Historic King Drive BID is provided in Appendix D. (Together Appendix C and D, "BID Boundary")

III. Proposed Operating Plan

A. Plan Objective

The objective of the Schlitz Business Improvement District is to pay for the capital costs of repairing and reconstructing the Schlitz Riverwalk. The total cost for this work, including dock wall reconstruction and installation of new Riverwalk and related amenities, is \$1,794,325. Of this amount, \$848,200 will be paid for by the Schlitz Business Improvement District (the "BID Contribution"). The balance is being paid for by the owners of the properties within the BID and by the City of Milwaukee. The BID Contribution has been loaned to the BID by the City and the property owners within the BID and will be repaid by the BID through annual assessments over a period of ten years at an annual interest rate of 5%. The annual assessment to the BID for the BID Contribution will be \$108,000. In addition to the assessment for the annual installment of the BID Contribution, there will be a modest annual assessment to cover the BID's administrative expenses. For 2010, the assessment for administrative expenses is \$5,000.

B. Proposed 2010 Expenditures

<u>Revenue</u>	\$113,000
<u>Expenses</u>	
Debt Service – City Loan	\$ 42,000
Debt Service – Schlitz Loan	\$ 66,000
Administrative Expenses	\$ 5,000

C. Financing Method

The proposed expenditures will be financed from funds collected from the BID Assessments (as defined by Section IV.A). The estimated assessed value of BID-eligible properties within the District is \$46,748,000. One hundred percent of the BID budget will be raised through BID Assessments.

The BID Board of Directors shall have the authority and responsibility to prioritize expenditures, and to revise the budget as necessary.

D. Organization of BID Board

The District's Board of Directors shall be comprised of five members and shall be selected pursuant to Sec. 66.1109 Wis. Stats. The Board's primary responsibility will be implementation of this Operating Plan. The Board may engage a third party to assist in the execution of these duties.

E. Relationship to other Entities

The BID shall be a separate entity from any other entity ("Unaffiliated Entity"), notwithstanding the fact that members, officers, employees and directors may be shared. Such Unaffiliated Entities shall remain private organizations, not subject to the open meeting law, and not subject to the public record law. Such unaffiliated Entities may contract with the BID to provide services to the BID in accordance with this Plan.

IV. Method of Assessment & Rate

A. Assessment Rate and Method

The principle behind the assessment methodology is that each parcel's owner should pay for the benefit and use of the Riverwalk. Subject to any modifications that might be required under section IV B. 2, below, the annual assessments for the BID Contribution for each of the properties within the BID have been allocated accordingly and shall be fixed and remain the same during the ten-year amortization of the BID Contribution. Each property's obligation for the annual administrative expenses shall be in proportion to such property's annual share of the BID Contribution.

The annual assessments, fixed for the duration of the ten-year amortization of the BID construction as noted above, are shown in Appendix D, attached hereto. Assessment is herein referred to as "BID Assessment" Any BID Assessment related to a previous year or years may not be contested. Any BID Assessment related to this Operating Plan may only be contested prior to approval and adoption of this Operating Plan by the City Council.

B. Excluded and Exempt Property

The BID Law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. The BID will assess properties to the maximum extent allowed by law, this includes without limitation, properties used in part or in whole for manufacturing, properties that are vacant, mercantile apartments, and all other properties that are used for any commercial gain. By way of example, and not limiting the foregoing, a property which is used exclusively by its owner and immediate family for their principle residence shall not be assessed. A property will be assessed, however, when any portion of the premises is either (a) leased or possession is otherwise given to a third party, or (b) is used for any other commercial purpose. If any other provision of this Operating Plan shall be in conflict with this paragraph, this paragraph shall prevail.

2. Pursuant to State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the boundaries of the BID. However, if and at such time as any of such formerly exempt property becomes taxable, then such property shall be included within and become part of the BID. When such event occurs, the annual allocation of assessments for the

BID Contribution and the administrative expenses shall be adjusted by the BID Board in the next Operating Plan to reflect the addition of the new assessable property.

V. Relationship to Milwaukee Comprehensive Plan and Orderly Development of the City.

A. City Plans

In February 1978, Common Council of the City of Milwaukee adopted Preservation Policy as the policy basis for its Comprehensive Plan and as a guide for its planning, programming, and budgeting decisions. The Common Council reaffirmed and expanded the Preservation Policy in Resolution File Number 881978, adopted January 24, 1989.

The Preservation Policy emphasizes maintaining Milwaukee's present housing, jobs, neighborhoods, services, and tax base rather than passively accepting loss of jobs and population, or emphasizing massive new development. In its January 1989 reaffirmation of the policy, the Common Council gave new emphasis to forging new public and private partnerships as a means to accomplish preservation.

The district is a means of formalizing and funding the public-private partnership between the City and property owners in the Schlitz Park business area and for furthering preservation and redevelopment in the portion of the City of Milwaukee. Therefore, it is fully consistent with City's Comprehensive Plans Preservation Policy.

B. City Role In District Operation

The City of Milwaukee has committed to helping private property owners in the District to promote its development. To this end, the City of Milwaukee has played a significant role in the creation of the Business Improvement District, and intends to assist in the implementation of the Operating Plan. In particular, the City of Milwaukee will:

1. Provide assistance as appropriate to the BID Board of Directors;
2. Monitor and, when appropriate, apply for outside funding which could be used in support of the District;
3. Collect BID assessments and maintain them in a segregated account; Disburse all funds of the District, no earlier than January 31, 2009 and no later than March 31, 2009. Disbursement of the full amount assessed by the District shall be made without reference to the amount of assessments collected by the City by the date of disbursement;
4. Receive annual audits as required per Wis. Stats. Sec. 66.1109(3)(c).
5. Provide the Board of Directors through the Assessor's Office on or before June 30th of each plan year with the official City of Milwaukee records on the assessed value of each tax key number within the district as of January 1 of each plan year and provide an

update immediately prior to preparation of tax bills for purpose of calculating the actual BID assessments for the following plan year; and

6. Encourage the State of Wisconsin, County of Milwaukee and other units of government to support the activities of the District.

The presentation of this Operating Plan to the City of Milwaukee shall be deemed a standing order of the Board of Directors under Sec. 66.1109(4) Wis. Stats. to disburse the BID assessments without necessity of an additional disbursement agreement, disbursement method or accounting method. Budget authority made under this plan shall be shown in the City's budget as a line item.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed districts. Pursuant to the statutory requirements, the following process will be followed:

1. The Milwaukee City Plan Commission will review the proposed district boundaries and proposed Operating Plan and will then set a date for a formal public hearing.
2. The City Plan Commission will send, by certified mail, a public hearing notice and a copy of the proposed Operating Plan to all owners of real property within the proposed district. In addition a Class 2 notice of the public hearing will be published in a local newspaper of general circulation.
3. The City Plan Commission will hold a public hearing, will approve or disapprove the Plan, and will report its action to the Common Council.
4. The Economic Development Committee of the Common Council will review the proposed BID Plan at a public meeting and will make a recommendation to the full Common Council.
5. The Common Council will act on the proposed BID Plan.
6. If adopted by the Common Council, the proposed BID Plan is sent to the Mayor for his approval.
7. If approved by the Mayor, the BID is created and the Mayor will appoint members to the district board established to implement the Plan.

B. Petition against Creation of the BID

The City may not create the Business Improvement district if, within 30 days of the City Plan Commission's hearing, a petition is filed with the City containing signatures of:

Owners of property to be assessed under the proposed initial Operating Plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the

shall comply with applicable law before the City inserts assessments for this BID plan onto the tax bills for the parcels assessed there under, only to the extent required by law, to create a lien on the parcels assessed.

APPENDICES

- A. STATE STATUTE**
- B. PETITION**
- C. PROPOSED DISTRICT BOUNDARIES**
- D. YEAR ONE PROJECTED ASSESSMENTS**
- E. CITY ATTORNEY'S OPINION**

APPENDIX "A"
BID STATUTE

WEST'S WISCONSIN STATUTES ANNOTATED MUNICIPALITIES
SUBCHAPTER XI. DEVELOPMENT

Current through 2003 Act 28, published 6/2/03

66.1109. Business improvement districts

(1) In this section:

(a) "Board" means a business improvement district board appointed under sub. (3)(a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related

costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subds. 1 to 4 have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notices under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real

property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under sub. (3)(c) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70. 11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

HISTORICAL AND STATUTORY NOTES

2003 Main Volume

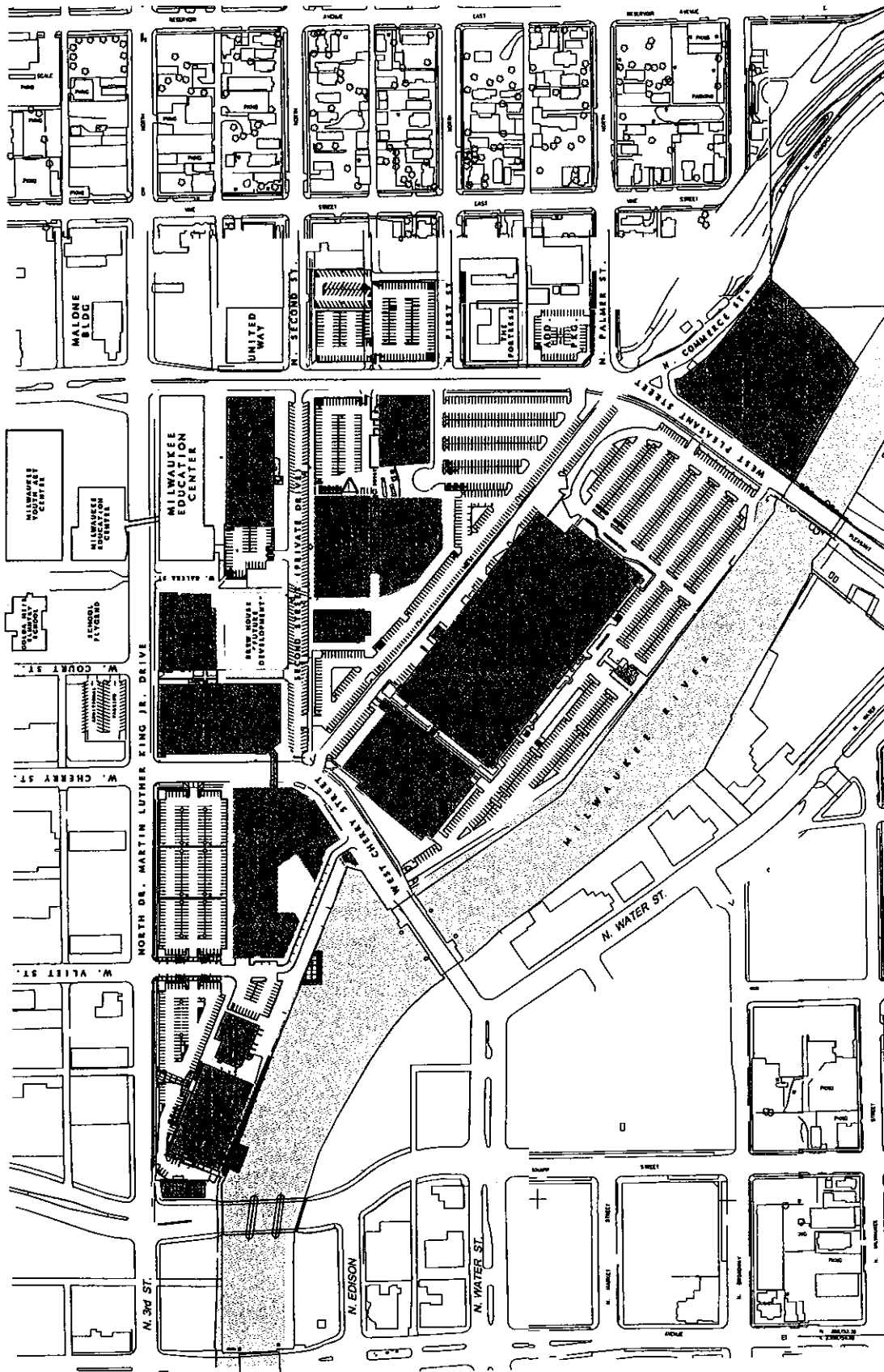
APPENDIX "B"
BID Property Owner Petition

Petition for the Creation of a Business Improvement District

We, the undersigned owners of real property used for industrial and commercial purposes and located in the proposed business improvement district in Appendix A, hereby petition the City of Milwaukee, pursuant to the provisions of Sec. 66.1109 (2)(a), Stats. For the creation of a business improvement district for the area described in Appendix A.

<u>Name of Property Owner</u>	<u>Property Address</u>	<u>Signature</u>
1. 1610 N 2 nd Street LLC	1610 N 2 nd Street	[Signature]
2. Schlitz Park Associates II	215 W Pleasant St	[Signature]
3. The Brewery Works, Inc.	201 W Pleasant St	[Signature]
4. The Brewery Works, Inc.	235 W Galena St	[Signature]
5. Schlitz Park Associates LTD	101 E Pleasant St	[Signature]
6. Schlitz Park Associates I	111-113 W Pleasant St	[Signature]
7. Schlitz Park Associates II	101 W Pleasant St	[Signature]
8. Schlitz Park Associates II	1542 N 2 nd Street	[Signature]
9. Schlitz River-Cater LLC	1505-55 N Riverdale Dr	[Signature]
10. Schlitz Park Associates I	1500 N 2 nd Street	[Signature]
11. The Brewery Works, Inc.	205-219 W Galena Street	[Signature]
12.		
13.		
14.		
15.		

APPENDIX "C"
PROPOSED BID BOUNDARIES



SCHLITZ PARK MASTER PLAN



CITY OF MILWAUKEE

APPENDIX "D"
PROJECTED BID SPECIAL CHARGES

<u>TAX KEY</u>	<u>ADDRESS</u>	<u>OWNER NAME</u>	<u>OWNER ADDRESS</u>	<u>SPECIAL CHARGE</u>
3611841110	1610 N. 2nd St.	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 10,099.00
3611954000	215 W. Pleasant St.	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 2,591.08
3611961000	201 W. Pleasant St.	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 2,158.78
3612001000	235 W Galena St.	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 1,450.15
3611963000	101 Et Pleasant St.	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 2,615.50
3611842000	111-113 W Pleasant St	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 2,615.50
3611844000	101 West Pleasant St.	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 5,231.50
3611852110	1542 N 2nd St	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 16,331.76
3610184112	1505-55 N River Cnter	Schlitz River Center LLC	1555 North River Center Dr.#204	\$ 67,682.34
3611962000	1500 N 2nd Street	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 1,378.30
3612002000	205-219 W Galena St	Brewery Works, Inc	1555 North River Center Dr.#204	\$ 846.09
				\$ 113,000.00

APPENDIX "E"
CITY ATTORNEY'S OPINION

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
LINDA ULISS BURKE
VINCENT D. MOSCHELLA
Deputy City Attorneys

RECEIVED
CITY OF
MILWAUKEE
Office of the City Attorney

THOMAS O. GARTNER
BRUCE D. SCHRIMPF
SUSAN D. BICKERT
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
DAVID J. STANOSZ
SUSAN E. LAPPEN
JAN A. SMOKOWICZ
PATRICIA A. FRICKER
HEIDI WICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
ELLEN H. TANGEN
MELANIE R. SWANK
JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRICH
LEONARD A. TOKUS
MIRIAM R. HORWITZ
MARYNELL REGAN
G. O'SULLIVAN-CROWLEY
KATHRYN Z. BLOCK
MEGAN T. CRUMP
ELOISA DE LEÓN
ADAM B. STEPHENS
KEVIN P. SULLIVAN
BETH CONRADSON CLEARY
THOMAS D. MILLER
HEIDI E. GALVÁN
JARELY M. RUIZ
ROBIN A. PEDERSON
DANIELLE M. BERGNER
Assistant City Attorneys

August 19, 2009

Rocky Marcoux, Commissioner
Department of City Development
809 North Broadway
Milwaukee, WI 53202

Re: Proposed Operating Plan for Business Improvement District No. 42


Dear Commissioner Marcoux:

This letter is written in response to your request of August 12, 2009 for this office to review the proposed initial Operating Plan for Business Improvement District No. 42 (the "Plan"). You asked us to provide an opinion with respect to compliance on the part of the Plan with the requirements of Wis. Stat. § 66.1109 (1)(f).

We have reviewed the Plan, a copy of which is attached hereto, and, based upon such review, are of the opinion the Plan meets the requirements of Wis. Stat. § 66.1109 (1)(f), in particular subsections 1 through 4 thereof.

Very truly yours,


GRANT F. LANGLEY
City Attorney


KEVIN P. SULLIVAN
Assistant City Attorney

KPS/ms

1050-2009-2247:149133

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
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THOMAS D. MILLER
HEIDI E. GALVÁN
JARELY M. RUIZ
ROBIN A. PEDERSON
DANIELLE M. BERGNER
Assistant City Attorneys

November 13, 2009

Rocky Marcoux, Commissioner
Department of City Development
809 North Broadway
Milwaukee, WI 53202

Re: Proposed Operating Plan for Business Improvement District No. 42


Dear Commissioner Marcoux:

This letter is written in response to the request of November 12, 2009 for this office to review the proposed initial Operating Plan for Business Improvement District No. 42 as the same was revised recently (the "Revised Plan"). You asked us to provide an opinion with respect to compliance on the part of the Revised Plan with the requirements of Wis. Stat. § 66.1109 (1)(f).

We have reviewed the Revised Plan, a copy of which is attached hereto, and, based upon such review, are of the opinion the Revised Plan meets the requirements of Wis. Stat. § 66.1109 (1)(f), in particular subsections 1 through 4 thereof. Please note that this letter supersedes and replaces our letter dated August 19, 2009 on the same subject.

Very truly yours,


GRANT F. LANGLEY
City Attorney


KEVIN P. SULLIVAN
Assistant City Attorney

KPS/wt/151900
Enclosure

1050-2009-2247

OFFICE OF THE CITY ATTORNEY

Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551 • Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

OCTOBER 26, 2009

Item 4, File #090561

File Number 090561 is a resolution creating Business Improvement District No. 42 (Schlitz Park) and approving its first year Operating Plan.

Background

1. Section 66.1109, Wis. Stats., permits the City of Milwaukee to create business improvement districts. A business improvement district ("BID") is a specific geographic area of the city in which commercial property owners pay special assessments to cover the cost of special improvements or business promotion activities in their business district. Creation of a BID is initiated by owners of real property used for commercial purposes and located in the proposed district petitioning the City for creation of such a district. The Statutes require that the City Plan Commission designate the proposed BID boundaries, adopt a First Year Operating Plan for the BID and hold a public hearing on both items. The Common Council then votes to create the BID and adopt the First Year Operating Plan, which relates to the development, redevelopment, maintenance, operation and improvement of the BID.
2. Following creation of a BID, special assessments collected from the BID are placed in a segregated City account and used to pay for implementation of the operating plan.
3. The segment of the RiverWalk along Schlitz Park (the west side of the Milwaukee River between Cherry and Pleasant streets) experienced substantial damage and deterioration in the past 2 years. The dockwall in this area was over 100 years old and had to be repaired on an emergency basis to prevent the RiverWalk from falling into the river. As a result, this RiverWalk segment, which is the longest in the entire RiverWalk system, is currently unusable and in need of restoration.
4. Owners of property in Schlitz Park -- the area bounded by Pleasant Street, Cherry Street, the Milwaukee River and King Drive -- have petitioned the City for creation of a BID in this area. The purpose for creating the BID is to provide the funding necessary to repair and restore the RiverWalk segment in this area.
5. On September 21, 2009, the City Plan Commission held a public hearing on the proposed Schlitz Park BID (BID No. 42). The Commission recommended approval of establishment of BID No. 42.

Discussion

1. Common Council Resolution File No. 090561 approves creation of BID No. 42 (Schlitz Park) and its board of directors. It also approves the initial Operating Plan for this BID.
2. The proposed BID will be used to fund the permanent repair and restoration of the RiverWalk segment along the west side of the Milwaukee River between Cherry and Pleasant streets. This includes dockwall reconstruction and installation of a new RiverWalk and related amenities

3. The total cost of the RiverWalk reconstruction project is \$1,794,325, of which \$848,200 will be paid by the new BID and the remainder by property owners within the BID and by the City. The BID is using two loans -- one from the City, the other from property owners within the BID -- to fund the project up front. These loans will be repaid through BID annual assessments over a period of 10 years, with an annual interest rate of 5%.
4. The Operating Plan calls for annual assessments totaling \$108,000 for debt service (a fixed amount), plus funding of administrative costs (may vary from year to year). The initial Operating Plan calls for the BID to raise the \$113,000 from special assessments collected by the City in 2010 -- \$108,000 for debt service, plus \$5,000 for administrative expenses. There are 11 assessable properties within the proposed BID; their total assessed value is \$46,748,000.
6. The proposed BID will be governed by a 5-member board selected in accordance with statutory procedures. The BID will be a separate entity from any other entity, although members, officers, employees and directors may be shared with other entities.
7. The BID will revise and develop its Operating Plan on an annual basis. As with other BIDs, the Schlitz Park BID's Annual Operating Plans will come before the Common Council for approval each year.

Fiscal Impact

1. Adoption of this resolution will have no direct fiscal impact on the City. It will authorize the expenditure of \$113,000 from DCD's special revenue fund known as the "Economic Development Fund." The Economic Development Fund is the mechanism by which the City collects assessments from properties in BIDs and provides the dollars it collects to the BIDs to carry out their annual operating plans. Since this revenue account merely functions as a funding pass-through, it has no tax levy impact.
2. The 2010 Proposed Budget includes \$200,000 in the Economic Development Fund for 4 new BIDs, one of which is the Schlitz Park BID.
3. The resolution directs the City Treasurer and City Comptroller to collect and disburse the special assessments set forth in the BID No. 42 First Year Operating Plan.
4. The BID No. 42 Operating Plan states that the City of Milwaukee commits to supporting the BID by providing it with technical assistance, collecting and disbursing BID assessments, and providing information on assessed values of properties within the District. To the extent that staff of DCD, the City Treasurer, the City Comptroller, the City Assessor and other departments provide assistance to the BID, there will be a small, in-kind fiscal impact on the City.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
October 22, 2009

cc: Rocky Marcoux Rhonda Manuel
Martha Brown Marianne Walsh
Joe'Mar Hooper

PROOF OF PUBLICATION

STATE OF WISCONSIN
MILWAUKEE COUNTY

} ss

ANN E. RICHMOND, being the first duly sworn on oath,
says that she is the publisher as of January 1, 2004, of THE DAILY
REPORTER - that the notice of which the printed one attached is
a true copy, which copy was clipped from said newspaper, was
inserted and published in said newspaper on

09/04/2009 09/11/2009

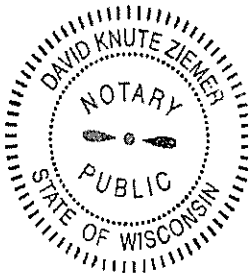
Ann E. Richmond

Subscribed and sworn to before me

September 11, 2009

[Signature]

Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent



C. NO. 20
FILE NUMBER 090561

OFFICIAL NOTICE
Published by Authority of
the Common Council of the
City of Milwaukee
Office of the City Clerk
Milwaukee

Pursuant to law the City Plan Commission will hold a public hearing on Monday, September 21, 2009 at 1:50 p.m. in the First Floor Boardroom, 809 North Broadway, Milwaukee, Wisconsin, at which time persons interested in the following legislation will be given an opportunity to be heard.

Legislation will be considered relating to the establishment of a Business Improvement District Forty Two (BID #42) and approving its first year operating plan for the area generally including for the area bounded by the Milwaukee River on the east, Martin Luther King, Jr. Drive on the west, Pleasant Street on the north and Cherry Street on the south. The original of the legislation is on file in the office of the Department of City Development located on the 2nd floor, 809 North Broadway, Milwaukee, Wisconsin, where said proposed legislation may be examined on any weekday between 8:45 a.m. and 4:45 p.m.

RONALD D. LEONHARDT,
City Clerk

10744846/9-4-11

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 10/20/09

FILE NUMBER: 090561

Original Fiscal Note ☐ Substitute ☒

SUBJECT: Substitute resolution creating Business Improvement District No. 42, Schlitz Park, and approving its first year Operating Plan, in the 3rd Aldermanic District.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☒ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☒ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Business Improvement District No. 42		\$113,000		
TOTALS			\$113,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 09/01/09

FILE NUMBER:

Original Fiscal Note ☒ ☐

SUBJECT: Resolution creating Business Improvement District No. 42, Schlitz Park, and approving its First Year Operating Plan, in the 3rd Aldermanic District.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☒ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES: FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT (DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☒ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Business Improvement District No. 42			\$113,000	
TOTALS				\$113,000	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090561

[illegible]



Legislation Details (With Text)

File #: 090852 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution related to authorization for the acceptance and expenditure of contributions received by the Milwaukee Public Library for library programs and materials.

Sponsors: THE CHAIR

Indexes:

Attachments: Letter to the Common Council, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090852

Version

ORIGINAL

Reference

060867

Sponsor

THE CHAIR

Title

Resolution related to authorization for the acceptance and expenditure of contributions received by the Milwaukee Public Library for library programs and materials.

Analysis

This resolution authorizes the Milwaukee Public Library to accept and expend contributions from the Milwaukee Public Library Foundation for library programs and materials from January 1, 2010 through December 31, 2014 in an amount up to \$1,000,000 annually.

Body

Whereas, The Milwaukee Public Library adds significant value to the City of Milwaukee by helping to create an environment that fosters lifelong learning, increasing the educational attainment of its citizens, and thereby improving the overall quality of life in Milwaukee; and

Whereas, The Milwaukee Public Library Foundation was created to provide funding for the Milwaukee Public Library over and above City support for capital, programs and materials; and

Whereas, The City of Milwaukee, via Common Council File No. 060867 adopted 11/14/2006, authorized the Milwaukee Public Library to accept up to \$1,000,000 annually in contributions from the Milwaukee Public Library Foundation from January 1, 2007 through December 31, 2009; and

Whereas, The Milwaukee Public Library Foundation agrees to continue to use its best effort to provide up to \$1,000,000 annually for five additional years; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Milwaukee Public Library is authorized to accept and expend contributions from the Milwaukee Public Library Foundation in an amount up to \$1,000,000 annually from January 1, 2010 through December 31, 2014; and, be it

Further Resolved, That upon receipt and deposit of these funds, the City Comptroller is authorized and directed to establish a special account within the Milwaukee Public Library's budget for the expenditure of the contributions; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer appropriations and estimated revenue from the Special Purpose Account for Contributions, 0001-2110-0001-D001-006300, and the Estimated Revenue Account for Contributions, 0001-9990-0001-009850 to the Milwaukee Public Library's special account, 0001-8610-0001-DXXX-006800, and the Milwaukee Public Library's estimated revenue account, 0001-8610-0001-009850, up to the amount of \$1,000,000 annually.

Requestor

LIBRARY BOARD

Drafter

TS / jj

10/19/09



Paula A. Kiely
Director

October 19, 2009

To the Honorable, The Common Council of the City of Milwaukee
City Hall – Room 2005
Milwaukee, Wisconsin 53202

Honorable Members of the Common Council:

The Milwaukee Public Library requests that a file be opened for the attached resolution. The resolution will provide authorization to accept and expend contributions received from the Milwaukee Public Library Foundation from January 1, 2010 through December 31, 2014. The contributions would be used for library programs and materials

Sincerely,

A handwritten signature in black ink, reading "Paula A. Kiely". The signature is fluid and cursive, with a large initial "P" and "K".

Paula A. Kiely
Library Director

CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 16, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐SUBJECT: Resolution relating to the acceptance and expenditure of contributions from the Milwaukee Public Library Foundation for Milwaukee Public Library, library programs and materials.B) SUBMITTED BY (Name/title/dept./ext.): Taj Schoening, Business Operations Manager, Library Board, 286-3024

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☒ OTHER (SPECIFY)Contribution Account

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Library Programs and Materials		5,000,000	5,000,000	
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	2010 - \$1,000,000	2013 - \$1,000,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	2011 - \$1,000,000	2014 - \$1,000,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	2012 - \$1,000,000	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Annual amounts are a maximum and may differ substantially from actual contributions received.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090852

[illegible]



Legislation Details (With Text)

File #: 090924 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the transfer and expenditure of \$21,000 from the Development Fund for the Atkinson, Capitol and Teutonia State Transportation Enhancement Project.

Sponsors: ALD. HAMILTON

Indexes: DEVELOPMENT FUND

Attachments: Fiscal Analysis, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090924

Version

ORIGINAL

Reference

020831, 021273, 031435

Sponsor

ALD. HAMILTON

Title

Resolution authorizing the transfer and expenditure of \$21,000 from the Development Fund for the Atkinson, Capitol and Teutonia State Transportation Enhancement Project.

Analysis

This resolution directs the appropriate City officials to transfer \$21,000 from the Development Fund parent account to a new subaccount. This street enhancement project will include Phase II commercial district amenities such as extensive landscaping, commercial district signage and specialty paving at designated intersections.

Body

Whereas, The 2008 City of Milwaukee's Capital Budget contains \$21,000 in the Development Fund; and

Whereas, The City of Milwaukee ("City") has an ongoing commitment to the revitalization of commercial districts in central city neighborhoods; and

Whereas, On November 6, 2002, the Common Council of the City of Milwaukee created Business Improvement District No. 29 ("BID No. 29") for the Atkinson/ Capitol/Teutonia commercial district via File No. 020831 and approved its first year Operating Plan; and

Whereas, BID No. 29 has worked collectively with area business owners to market and promote the commercial district; and

Whereas, The proposed public way improvements will include extensive landscaping, commercial district signage, specialty paving and other commercial district enhancements that will greatly improve the Atkinson/Capitol/Teutonia commercial district; and

Whereas, The State of Wisconsin Department of Transportation has indentified project funds, which exceed the amount of City funds for this project; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is directed to transfer the sum of \$21,000 from the Development Fund Parent Account No. 9990-UR03308000A to Account No. 1910-UR03398400 for the streetscape work described above; and, be it

Further Resolved, That the City Comptroller, in conjunction with the Commissioner of the Department of City Development, is directed to establish any and all subaccounts in accord with generally accepted accounting practices and the City guidelines necessary to maintain the fiscal control to carry out the intent and purpose of this resolution; and, be it

Further Resolved, That the Commissioner of the Department of City Development is directed to enter into all contracts and agreements, as necessary, to carry out all project activities; and, be it

Further Resolved, That all City officials, departments, boards, agencies and commissions are directed to assist and cooperate on this project.

Drafter

DCD:RFM:rfm

11/03/09/A

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

NOVEMBER 23, 2009

Item 10, File #090924

File Number 090924 is a resolution authorizing the transfer and expenditure of \$21,000 from the Development Fund capital account for the Atkinson, Capitol and Teutonia State Transportation Enhancement Project.

Background

1. On November 6, 2002, the Common Council adopted File No. 020831, a resolution creating the Atkinson, Capitol and Teutonia Business Improvement District (BID No. 29) and approving its first-year operating plan. This BID encompasses the commercial district on and in the vicinity of the Atkinson-Capitol-Teutonia “triangle”. The objective of the BID is to encourage new business development and increase business at existing establishments within this area.
2. The Department of City Development and BID No. 29 have identified streetscaping improvements as a tool for enhancing commercial activity in the Atkinson-Capitol-Teutonia area.
3. In 2003, the Common Council appropriated \$20,000 from DCD’s Neighborhood Commercial District Street Improvement Fund capital account for public way improvements (directional signage, banners and other commercial-district identification enhancements) in the Atkinson-Capitol-Teutonia area (File No. 030477). In 2008, another \$75,500 was appropriated from the same account for landscaping, signage, specialty paving and other identification enhancements (File No. 090924).
4. The total project cost for the Atkinson-Capitol-Teutonia streetscaping project is \$953,500. Due to a number of change-orders, this amount is \$21,000 more than the total City and Wisconsin Department of Transportation funding that has been earmarked for the project to date.
5. The DCD Development Fund provides capital funding to complement and support a wide variety of private economic development projects and activities. The Development Fund has been used to support façade improvement grants and loans, brownfield clean-up, streetscaping projects, RiverWalk development, and loans and grants for job training. In 2009, appropriations from the Development Fund have included \$500,000 for façade grants, \$100,000 for façade loans, \$550,000 for brownfields redevelopment, \$200,000 for a forgivable loan to Super Steel Products (to fund equipment upgrades and employee training) and \$150,000 transferred to the BID Commercial and Economic Development Fund (for BID marketing, promotions, streetscaping, etc.).

6. The 2008 and 2009 City budgets each provided \$1.8 million for the Development Fund. The adopted 2010 Budget includes \$1,050,000.

Discussion

1. This resolution directs the City Comptroller to transfer \$21,000 from the Development Fund parent capital account to a subaccount for the purpose of funding streetscaping work in the Atkinson-Capitol-Teutonia commercial district. Public way improvements proposed for funding with this appropriation include extensive landscaping, commercial district signage, specialty paving and other commercial district identification enhancements.
2. The Department of City Development has indicated that work on this City/DPW project is expected to begin in June, 2010, with completion set for late October, 2010.

Fiscal Impact

1. The current balance in the Development Fund is \$1,208,638.
2. This resolution authorizes a fund transfer and expenditures totaling \$21,000, which will reduce the balance in the Development Fund to \$1,187,638. (Note: the fund balance could be reduced by an additional \$289,000 if the Common Council adopts File No. 090925, item #11 on the Committee's agenda.)

Prepared by: Jeff Osterman, x2262
LRB-Research & Analysis Section
November 20, 2009

cc: Rocky Marcoux
Martha Brown
Rhonda Manuel
Joe' Mar Hooper
Marianne Walsh

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 11/03/09

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the transfer and expenditure of \$21,000 from the Development Fund for the Atkinson, Capitol and Teutonia State Transportation Enhancement Project.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☒ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Development Fund	1910- UR03398400	\$21,000		
TOTALS			\$21,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090924

[illegible]



Legislation Details (With Text)

File #: 090925 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing an expenditure from the Development Fund for the 30th Street Industrial Corridor Workforce Training Program, in the 1st, 4th, 7th and 15th Aldermanic Districts.

Sponsors: ALD. HAMILTON

Indexes: DEVELOPMENT FUND

Attachments: Program Plan as of 11-16-09, Fiscal Analysis, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090925

Version

ORIGINAL

Reference

Sponsor

ALD. HAMILTON

Title

Resolution authorizing an expenditure from the Development Fund for the 30th Street Industrial Corridor Workforce Training Program, in the 1st, 4th, 7th and 15th Aldermanic Districts.

Analysis

This resolution authorizes an expenditure of \$289,000 from the Development Fund for the 30th Street Industrial Corridor Workforce Training Program.

Body

Whereas, The City of Milwaukee's Development Fund may provide grants or loans to offset employee training costs for projects that result in retention or expansion of permanent private employment; and

Whereas, The 30th Street Industrial Corridor contains some of the City's largest employers providing significant jobs in an area of the City with high unemployment; and

Whereas, Businesses in the 30th Street Industrial Corridor require funding to train new and incumbent workers according to the specific needs of their businesses, as outlined in a Program Plan, a copy of which is attached to this Common Council File; and

Whereas, Development Fund resources are limited and intended for projects with long-term economic benefit and a workforce training program in the 30th Street Industrial Corridor qualifies as an effective use of these resources; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is directed to transfer \$289,000 from the Development Fund Parent Account No. 1910-UR03309000A to Account No. 1910-UR03398500 to undertake the workforce activities as described herein and in the Program Plan; and, be it

Further Resolved, That the Commissioner of the Department of City Development is authorized to enter into a Cooperation Agreement with the Corridor Corporation to carryout the workforce development training grants in the 30th Street Industrial Corridor in accordance with the Program Plan.

Drafter

DCD:KLB:klb

11/03/09/A

PROGRAM PLAN**30th Street Industrial Corridor Workforce Training Program
Common Council of the City of Milwaukee****DATE**

November 16, 2009

RESPONSIBLE STAFF

Kein Burton, RACM (414-286-5845)

PROGRAM PROJECT AREA

30th Street Industrial Corridor: The Corridor is generally bounded by Hampton Avenue to the north, North 27th Street to the east, West Highland Avenue to the south and 37th Street to the west (1st, 4th, 7th and 15th Aldermanic Districts).

PROPOSED ACTION

The Department of City Development (DCD) is seeking an allocation of \$289,000 from the Development Fund and approval to enter into a Cooperation Agreement to implement the 30th Street Industrial Corridor Workforce Training Program. These dollars will fund the second phase of job training grants for Corridor businesses with a goal to create at least 25 new jobs.

Subject to Common Council approval, DCD will enter into a Cooperation Agreement with the Corridor Corporation to administer funds over a two-year period. As in the pilot phase, the Corridor Corporation will receive 10% of the overall fund amount or \$28,900, evenly distributed across fiscal years 2010 and 2011.

BACKGROUND

The Corridor is home to many of Milwaukee's top employers, including Harley Davidson, Miller-Coors, Eaton Corporation, DRS Technologies, Master Lock and others. In 2005, the City of Milwaukee and the State of Wisconsin jointly identified the Corridor as a top economic development priority and committed significant financial resources to restore and retain jobs and to improve neighborhood conditions. Since that time, DCD has worked to promote public and private investment and has established a network of businesses, non-profit community development corporations and resident groups to assist in shaping a new vision for revitalizing the area.

Business leadership in the Corridor is fundamental to retaining employment opportunities and in fostering business-to-business connections to recruit new companies. The Corridor Corporation (formerly 30th Street Industrial Corridor Corporation) is a non-profit, economic development organization with deep ties to the local business community. The Corridor Corporation provides staff support to the 30th Street Industrial Corridor Business Improvement District (BID) #37. Together, the Corridor Corporation and BID #37 primarily focus their efforts on:

- Technical assistance to businesses
- Workforce development
- Safety and security
- Marketing
- Planning and redevelopment opportunities

In 2008, DCD and the Corridor Corporation received \$100,000 in a Large Impact Development grant to implement the 30th Street Industrial Corridor Workforce Training Pilot Program. The Corridor Corporation entered into a Cooperation Agreement with DCD to solicit, review and recommend proposals for funding. The Corridor Corporation received \$10,000 in administrative support to conduct the above activities in addition to project monitoring and reporting.

Under the pilot phase, \$30,000 grants were awarded to three companies, including Master Lock, Inc., Capitol Stampings, Inc. and DRS Technologies. Upon completion of this initial phase, 30 new jobs were created with a minimum overall compensation of \$15.00 per hour. Positions ranged from production workers to entry-level management and included training in leadership development, manufacturing skills certification and production quality control.

While there were plans to continue the Program, an informal survey of businesses in 2009 revealed that no new hiring would take place due to the economic downturn. Therefore, applications for additional public and private funding were not submitted. Recent discussions with area businesses have indicated renewed hiring. Training dollars are needed to prepare production workers for the unique products and processes of these companies.

PROGRAM DESCRIPTION

The 30th Street Industrial Corridor Workforce Training Program will provide grants of up to \$50,000 to businesses for training new and incumbent workers. Funds will be made available in January 2010 and proposals will be evaluated based on the following criteria:

- Awardees are eligible to receive \$10,000 in funding for every new job created or \$5,000 for incumbent employees. Employers are expected to demonstrate a 50% private match, which can be derived from wages during the training period, curriculum development, purchase of equipment necessary for training, tuition and consultant fees and other sources approved by the Corridor Corporation and DCD.
- The average wage for the newly created, permanent jobs at each company must be at least \$10.00 per hour.
- Awardees must show a demonstrated effort to attempt to recruit City of Milwaukee residents for newly created, permanent positions. This will include working with workforce development agencies, neighborhood/ resident associations, community development groups and others to find

potential employees and also holding a neighborhood job fair or other activities.

- All grant funds will be made on a reimbursable basis. Awardees will only be reimbursed for expenses that meet the goals or guidelines deemed appropriate by the Corridor Corporation and DCD.
- Training should result in some type of credential, certification or marketable skill that will allow for the upward mobility of the employee or a wage increase for the employee completing the training.
- Awardees agree to provide any data requested by the City of Milwaukee and the Corridor Corporation. Data may include, but is not limited to, the number of jobs created, the number of employees to enter and complete training, certifications or credentials attained by employees participating in the training, employee wages before/after hire or training, employee addresses, job titles, employee retention and other information. The Corridor Corporation and the City of Milwaukee will not release names or any personally identifying materials to the public.

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

NOVEMBER 23, 2009

Item 11, File #090925

File Number 090925 is a resolution authorizing the expenditure of \$289,000 from the Development Fund capital account for the 30th Street Industrial Corridor Workforce Training Program.

Background

1. The 30th Street Industrial Corridor, located along a North Side railroad line generally east of 35th Street between W. Highland Blvd. and W. Hampton Ave., has long been home to dozens of manufacturing establishments, both large and small, providing thousands of jobs to Milwaukee residents.
2. For a variety of reasons, in recent years several employers in the Corridor have closed, downsized or relocated outside the Corridor, resulting in a loss of tax base and jobs for Milwaukee. To combat this trend and stimulate new development, the City of Milwaukee has created both a business improvement district (BID No. 37, established 2005) and a tax incremental district (TID No. 74, established 2009) encompassing portions of the Corridor.
3. Employers in the 30th Street Industrial Corridor have indicated a need for funding to train new and existing employees. Employers have indicated that this training is necessary for their businesses to remain competitive and to grow.
4. Responding to this need, in 2008 the Department of City Development and the Corridor Corporation (the non-profit economic development corporation working in this area, formerly known as the 30th Street Industrial Corridor Corporation) used \$100,000 in Large Impact Development CDBG funds to implement the 30th Street Industrial Corridor Workforce Training Pilot Program. Under this program, 3 employers in the Corridor – Master Lock, Capitol Stampings and DRS Technologies – each received \$30,000 grants for job training activities (the Corridor Corporation received the remaining \$10,000 to cover administrative costs). The result was the creation of 30 new jobs with minimum overall compensation of \$15 per hour.
5. Because of the recent economic downturn, employers in the Corridor indicated that they would not be hiring in 2009 and, therefore, there was no need to fund the job training program in 2009. However, employers in the Corridor have recently indicated that they will be hiring in the near future and that training dollars are needed to prepare production workers for their specific products and manufacturing processes.
6. The DCD Development Fund provides capital funding to complement and support a wide variety of private economic development projects and activities. The Development Fund has been used to support façade improvement grants and loans, brownfield clean-up, streetscaping projects, RiverWalk development, and loans and grants for job training. In 2009, appropriations from the Development Fund have included \$500,000 for façade grants, \$100,000 for façade loans, \$550,000 for brownfields redevelopment, \$200,000 for a forgivable loan to Super Steel Products (to fund equipment upgrades and employee training) and \$150,000

transferred to the BID Commercial and Economic Development Fund (for BID marketing, promotions, streetscaping, etc.).

7. The 2008 and 2009 City budgets each provided \$1.8 million for the Development Fund. The adopted 2010 Budget includes \$1,050,000.

Discussion

1. This resolution directs the City Comptroller to transfer \$289,000 from the Development Fund parent capital account to a subaccount for the purpose of funding the 30th Street Industrial Corridor Workforce Training Program.
2. The Training Program will be operated in accordance with the Program Plan that is attached to the resolution. Grants of up to \$50,000 will be offered to businesses for the training of new and existing employees. Specifically, an employer is eligible to receive \$10,000 for every new job created or \$5,000 for each incumbent employee receiving training. In order to receive these funds, the employer must demonstrate a 50% private match for the training expenses, an average wage for newly-created positions of at least \$10 per hour and a concerted effort to recruit City of Milwaukee residents for the new positions.
3. This resolution further authorizes the Commissioner of City Development to enter into a Cooperation Agreement with the Corridor Corporation to administer the grant-award process for a 2-year period. In accordance with the Program Plan, the Corridor Corporation will receive \$28,900 for its services, leaving a balance of \$260,100 available for actual job-training grants to businesses.
4. It is anticipated that job-training grants will be available to businesses starting in January, 2010.

Fiscal Impact

1. The current balance in the Development Fund is \$1,208,638.
2. This resolution authorizes a fund transfer and expenditures totaling \$289,000, which will reduce the balance in the Development Fund to \$919,638. (Note: the fund balance could be reduced by an additional \$21,000 if the Common Council adopts File No. 090924, item #10 on the Committee's agenda.)

Prepared by: Jeff Osterman, x2262
LRB-Research & Analysis Section
November 20, 2009

cc: Rocky Marcoux
Martha Brown
Kein Burton
Joe'Mar Hooper
Marianne Walsh

CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 16, 2009

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing an expenditure from the Development Fund for the 30th Street Industrial Corridor Workforce Training Program, in the 1st, 4th, 7th and 15th Aldermanic Districts.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux/Commissioner/Department of City Development/x5800

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☒ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Development Fund	UR03398500	\$289,000		
TOTALS			\$289,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

N/A

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

DCD estimates

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090925

[illegible]



Legislation Details (With Text)

File #: 090880 **Version:** 0

Type: Communication **Status:** In Committee

File created: 11/3/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of City Development relating to the 2009 point in time survey of homelessness in Milwaukee.

Sponsors: THE CHAIR

Indexes: DEPARTMENT OF CITY DEVELOPMENT, REPORTS AND STUDIES, SOCIAL CONCERNS

Attachments: Point in Time Survey of Homelessness in Milwaukee - January 28, 2009.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/18/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090880

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Department of City Development relating to the 2009 point in time survey of homelessness in Milwaukee.

Drafter

DCD:MLB:mlb

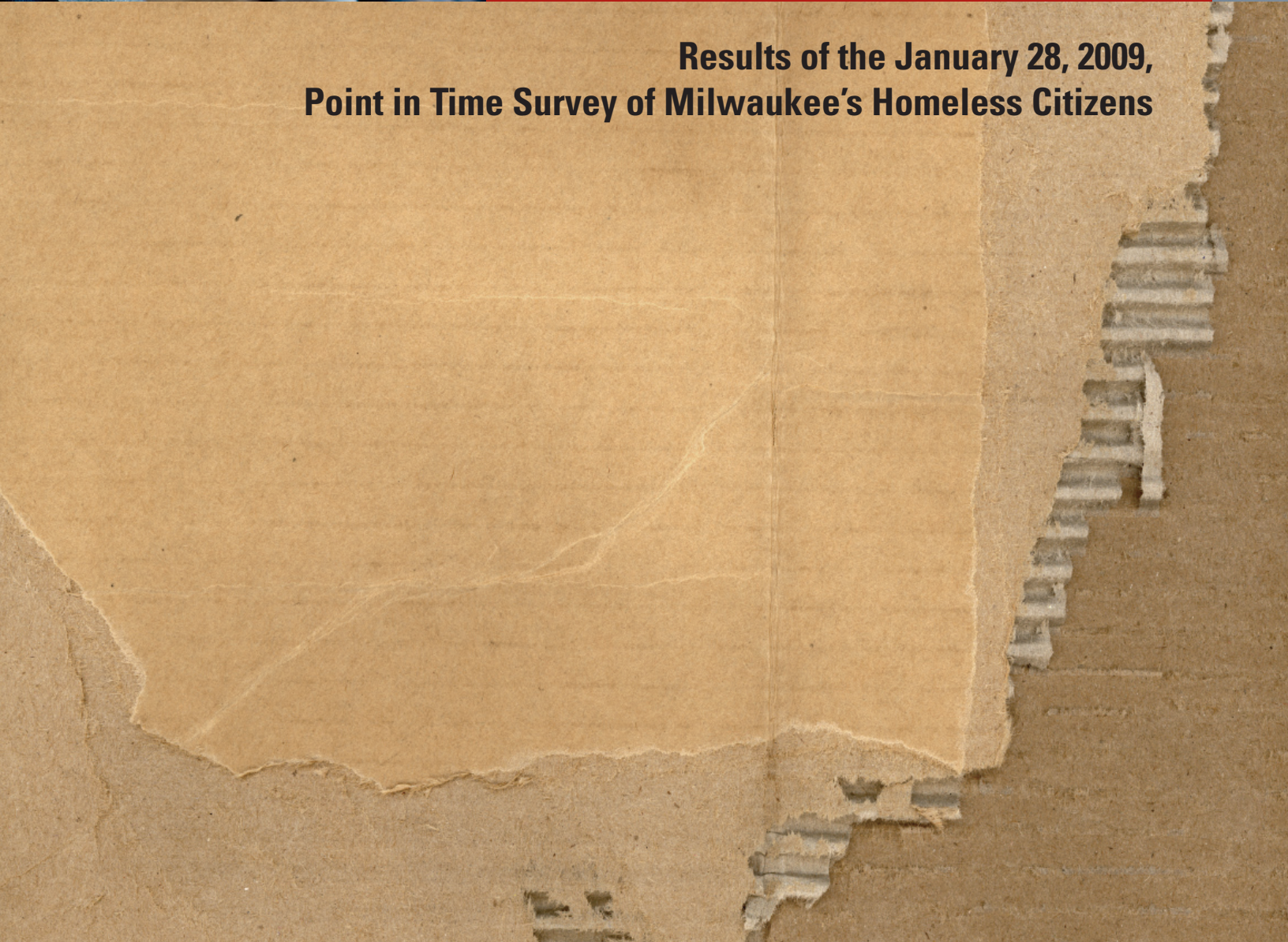
11/03/09/A



2009

HOMELESSNESS IN MILWAUKEE

**Results of the January 28, 2009,
Point in Time Survey of Milwaukee's Homeless Citizens**





HOMELESSNESS IN MILWAUKEE 2009:

Results of the January 28, 2009, Point in Time Survey of Milwaukee's Homeless Citizens

MILWAUKEE CONTINUUM OF CARE STEERING COMMITTEE

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Steve Falek	Housing Authority of the City of Milwaukee, Co-Chair
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STAFF

Joe Volk	Community Advocates
Jessica Shriver	Community Advocates
Janice Wilberg, Ph.D.	Wilberg Community Planning LLC

HOMELESSNESS IN MILWAUKEE 2009:

Results of the January 28, 2009, Point in Time Survey of Milwaukee's Homeless Citizens

Thank You	4
Introduction	5
Demographic Characteristics of Homeless Adults	6-8
Reasons for Homelessness	9-11
Length and Frequency of Homelessness	12
Education and Employment Status	13
Disability Status	14
Government Benefits Utilization	14
Getting Help	15
At A Glance	16-35
Sheltered and Unsheltered Homeless Adults.....	16-20
Demographics.....	16
Experience of Homelessness.....	17
Frequency and Length of Homelessness	18
Education and Employment	19
Benefits and Assistance	20
Female and Male Homeless Adults.....	21-25
Demographics.....	21
Experience of Homelessness.....	22
Frequency and Length of Homelessness	23
Education and Employment	24
Benefits and Assistance	25
Disabled and Non-Disabled Homeless Adults	26-30
Demographics.....	26
Experience of Homelessness.....	27
Frequency and Length of Homelessness	28
Education and Employment	29
Benefits and Assistance	30
Veterans and Non-Veterans	31-35
Demographics.....	31
Experience of Homelessness.....	32
Frequency and Length of Homelessness	33
Education and Employment	34
Benefits and Assistance	35
Survey Comments.....	36-39
2-1-1 @ Impact Requests for Emergency Shelter.....	40-41
Appendix - 2009 Point in Time Survey Instrument	

THANK YOU

The 2009 Point in Time Survey is a project of the Milwaukee Continuum of Care made possible by the participation of **41 organizations** including emergency shelters, transitional housing programs, meal programs, homeless services providers, street outreach, and churches. Staff in these organizations generously assisted the survey effort in many ways including conducting interviews themselves, providing space and opportunities for volunteers to conduct interviews, and lending their experience and advice to the overall survey effort. The Continuum appreciates the broad participation of homeless service providers across the community in this year's survey project.

The Continuum is grateful to the over **70 volunteer interviewers** who came out on January 28, 2009, to help document the challenges faced by the homeless citizens of Milwaukee. Volunteer interviewers had the daunting challenge of convincing people to answer 21 questions about the experience of homelessness. That they were so successful (919 completed interviews) makes this year's report an extremely valuable resource.

Most of all, the Continuum of Care thanks the **919 homeless people** who agreed to be interviewed and who agreed to share information about their situation in order to help the whole community better understand homelessness. We appreciate their patience with the survey process and their contribution to this report.

Thanks also to the **Continuum of Care Research Work Group** chaired by Steve Schultz and members Candice Amil, Hope House, Bob Waite, 2-1-1 @ IMPACT, Todd Clausen, Nonprofit Center of Milwaukee, and Scott Davis, Center for Urban Initiatives and Research at UW-M. Candice Amil, Coordinator of the Milwaukee HMIS System, was instrumental in insuring that the sheltered portion of the point in time count was correct and coordinated with ServicePoint data.

Scott Davis, **Center for Urban Initiatives and Research at the University of Wisconsin-Milwaukee**, managed the entire data entry and statistical analysis process. The Continuum is indebted to CUIR for this substantial contribution of time and expertise. The quality of the survey analysis is a direct result of CUIR's efforts.

Jessica Shriver, Coordinator
Milwaukee Continuum of Care
Point in Time Survey Coordination

Janice Wilberg, Ph.D., CoC Consultant
Wilberg Community Planning, LLC
Point in Time Survey Report Development

August 25, 2009

INTRODUCTION

Every two years, the Milwaukee Continuum of Care conducts a Point in Time census of homeless people who are living on the street and other places not fit for human habitation as well as those who are living in emergency shelters and transitional housing programs. This report provides information gathered as part of the 2009 Point in Time conducted January 28, 2009.

The 2009 Point in Time Survey counted a total of 1,660 adults and children who were homeless on the night of January 28, 2009, including 965 adults and 349 children counted directly by the Point in Time and an additional 346 adults and children reported by the Rescue Mission. Of the 965 adults counted by the Point in Time, 919 were directly interviewed by Point in Time volunteers. This report presents the results of these interviews.

METHODOLOGY

Both sheltered and unsheltered homeless adults were interviewed using a 21-question survey instrument which was an enhanced version of the 2007 survey. This year's survey attempted to gather more information about education, employment, and access to benefits, and also included an open-ended question asking respondents their views on how to end homelessness in Milwaukee. Unsheltered persons were interviewed at various known locations including meal programs, drop in centers, libraries, and churches as well as on the street or in encampments in the area. Sheltered persons were interviewed at the emergency shelter or transitional housing program where they were currently residing. A copy of the survey instrument is included in this report.

DATA ANALYSIS

Completed surveys were scanned by the Center for Urban Initiatives and Research at the University of Wisconsin-Milwaukee and data analysis was conducted under the direction of Scott Davis, CUIR Researcher, in collaboration with Continuum of Care consultant Janice Wilberg.

REPORT CONTENTS

This report includes five sections:

- 2009 Results and Comparison to 2007
- At a Glance: Sheltered and Unsheltered Homeless Adults
- At a Glance: Female and Male Homeless Adults
- At a Glance: Disabled and Non-Disabled Homeless Adults
- At a Glance: Veterans and Non-Veterans

The report also includes a sampling of homeless persons' response to the question: What is the one thing that could end homelessness in Milwaukee?

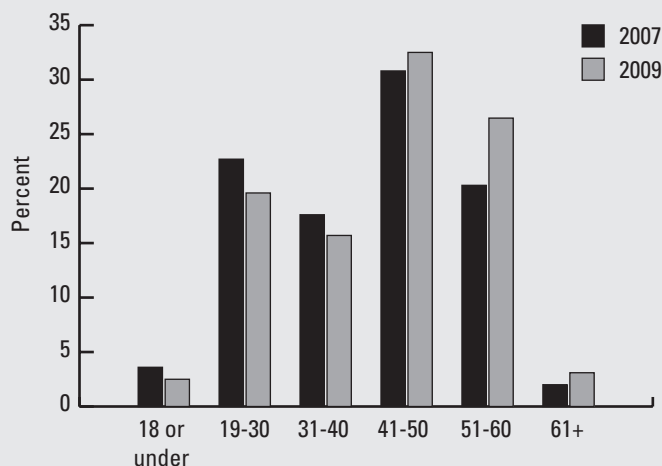
2009 RESULTS AND COMPARISON TO 2007

Demographic Characteristics of Homeless Adults

AGE

Age	Number	Percent
18 years or under	23	2.5%
19 – 30 years	179	19.6%
31 – 40 years	144	15.7%
41 – 50 years	297	32.5%
51 – 60 years	244	26.7%
61 years or over	28	3.1%
Total	915 ¹	100.0%

This year: Homeless adults tended to be middle-aged with 59.2% falling in the 41-60 age range. Twice as many homeless adults fell in the 41-50 age range as in the 31-40 range (297 or 32.5% ages 41-50 compared to 144 or 15.7% ages 31-40). The number of homeless adults drops dramatically at age 61, with only 3.1% falling in this category.



Compared to 2007: Homeless people in the 2009 Point in Time Survey tended to be older than those counted in 2007. Look specifically at the percentage decreases in the younger age ranges (18 and under, 19-30, and 31-40) and the increases in the older age ranges (41-50, 51-60, and 61 and over).

GENDER

Gender	#	%
Male	561	61.1%
Female	357	38.9%
Total	918	100.0%

This year: About 6 out of every 10 homeless persons interviewed for the Point in Time Survey were men.

Compared to 2007: The percentage of males was higher in 2009 (61.1%) than in 2007 (55.0%). This is a fairly dramatic increase in a two-year period.

¹ A total of 919 homeless people were interviewed, but not all respondents answered every question.

Demographic Characteristics of Homeless Adults

RACE AND ETHNIC ORIGIN

Age Range	#	%
African American	553	60.9%
Asian	2	.2%
Native American	11	1.2%
Mixed Race	40	4.4%
Caucasian	260	28.6%
Hispanic/Latino	58	6.5%
Other	42	4.6%
Total	908	100.0%

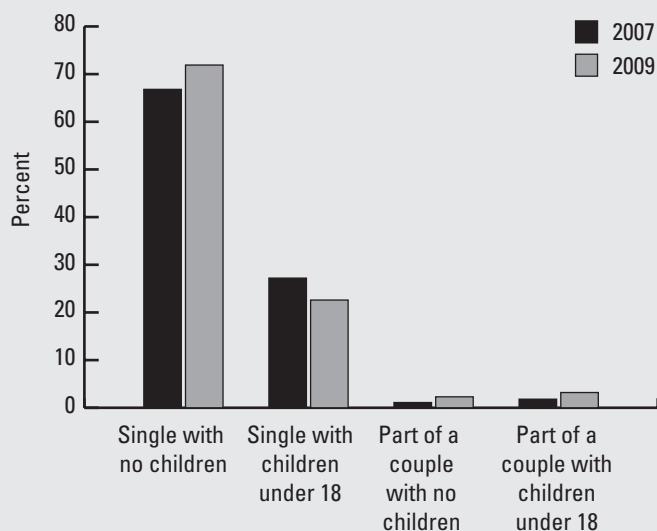
This year: The majority of homeless adults was African American (60.9%); the next largest group was Caucasian (28.6%) followed by Other and Mixed Race, which together represent 9.0% of the total. A small percentage of those interviewed were Hispanic/Latino (6.5%). It is important to note that Hispanic/Latino individuals can be of any race so this percentage is separate from the percentages reported for the racial categories.

Compared to 2007: There was virtually no change in the race and ethnic origin distribution compared to 2007.

HOUSEHOLD STATUS/FAMILY COMPOSITION

Gender	#	%
Single with <i>no</i> children	658	71.9%
Single with children under 18	207	22.6%
Part of a couple with <i>no</i> children	21	2.3%
Part of a couple with children under 18	29	3.2%
Total	915	100.0%

This year: Most homeless adults were childless – 74.2% were either single with no children or part of a couple with no children. About a quarter of homeless adults were parents – 25.8%.



Compared to 2007: There was a higher proportion of childless adults in the 2009 homeless group when compared to 2007, and a lower proportion of adults with children under the age of 18. Also note the increased percentage of couples counted in 2009 as compared to 2007.

Demographic Characteristics of Homeless Adults

HOMELESS CHILDREN

Family size of homeless families	#	%
1 child	63	36.8%
2 children	65	38.0%
3 children	27	15.8%
4 children	9	5.3%
5 children	4	2.3%
6 children	2	1.2%
7 children	1	.6%
Total	171	100.0%

The survey asked the question, "How many children under 18 spent the night with you last night who also do not have a permanent place to live?" This question was not asked in 2007.

A total of 171 homeless adults reported having their children under the age of 18 stay with them the previous night and not having a place to live.

This year: The survey results indicate that the vast majority (90.6%) of homeless families are comprised of 3 or fewer children. Fewer than 1 in 10 homeless families (9.4%) were large families, i.e. 4 or more children.

VETERAN STATUS

Veteran Status	#	%
Veteran	163	17.8%
Not a veteran	753	82.2%
Total	916	100.0%

This year: Nearly 1 in 5 homeless adults identified him or herself as a veteran.

Compared to 2007: The percentage of homeless adults who were veterans was virtually unchanged from 2007 (17.1%) to 2009 (17.8%).

DISCHARGE HISTORY

Respondents were asked the question: In the past 6 months, have you been discharged from any of the following places WITHOUT a place to live?

The problem of institutions discharging people to shelter or to the streets has been recognized across the U.S.; each year, the U.S. Department of Housing and Urban Development asks the Milwaukee Continuum of Care to document what is being done to prevent inappropriate discharges from hospitals, mental health facilities, jails, prisons, and foster care.

Discharge Facility	#	%
Hospital/health care facility	106	11.5%
Mental health care facility	52	5.7%
Jail/House of Correction	68	7.4%
Prison	22	2.4%
Foster Care or Group Home	11	1.2%

This year: This is a new question that was added in 2009 so we are not able to compare results to 2007. In 2007, we tried to quantify the problem of institutional discharges to shelter or the street by only asking the question, "Where did you spend last night?" This year, the survey planning team focused the question on five key institutions and lengthened the period of time (from 1 night to anytime during the past 6 months). The key finding is that there were 259 instances in which people reported being discharged from an institution, e.g. hospital, prison, without a place to stay. If this was an unduplicated count (and we cannot assure that it is since respondents could report more than one instance), it would represent 28.2% of the total number of homeless adults surveyed.

REASONS FOR CURRENT EPISODE OF HOMELESSNESS

Respondents were asked the question: “Why did you become homeless this time?” and were allowed to choose all of the answers that applied to their situation. (There were about 1.5 answers for each person interviewed.)

Reason	2009 #	2009 %	2007 %
Employment-related:			
Lost job/cannot find work	355	38.6%	27.7%
Wages too low	93	10.1%	11.9%
Family/relationship-related:			
Family break-up	135	14.7%	12.3%
Abuse/violence	99	10.8%	7.0%
Asked to leave place where I was staying	120	13.1%	12.6%
Runaway/thrown out	36	3.9%	1.7%
Institution-related¹:			
Foster care/group home discharge	4	.4%	0%
Jail/prison discharge	78	8.5%	7.4%
Housing-related:			
Eviction ²	120	13.1%	14.3%
Foreclosure	34	3.7%	
High housing costs	99	10.8%	5.2%
High utility costs	61	6.6%	3.1%
Health/mental health-related:			
Medical problems	93	10.1%	6.4%
Mental illness	115	12.5%	8.0%
Substance abuse problems	174	18.9%	13.3%
Lost benefits	35	3.8%	2.2%
Other:			
Other	63	6.9%	9.7%

¹ Hospital discharge was inadvertently omitted from the 2009 survey.

² Eviction and foreclosure were merged in the 2007 survey.

³ Don't know/not sure was not included as a response category in 2007.

This year: The #1 most frequently stated reason for homelessness was “lost job/cannot find work” which was indicated by 38.6% (or 355) of the 919 homeless adults interviewed. When combined with “wages too low,” employment-related reasons represented nearly half (48.7%) of the reasons mentioned for homelessness. Health/mental health-related reasons represented 45.3% of reasons cited; family/relationship-oriented reasons represented 42.5%; housing-related represented 34.2%; and institution-related represented 8.9%.

Compared to 2007: Interestingly, all but 2 of the reasons on the list showed an increased percentage of respondents selecting them as the reason for their current episode of homelessness. The only exceptions were “wages too low” and “other.”

CITY OF RESIDENCE — LAST YEAR

City	2009 #	2009 %	2007 %
Milwaukee	767	83.8%	85.9%
Other city/place in Wisconsin	72	7.9%	4.8%
Other city/place in another state	75	8.2%	9.3%
Outside of US	1	.1%	0%

This year: The great majority (83.8%) of homeless people had lived in Milwaukee this time last year; however, nearly one out of four (16.2%) had lived either somewhere else in Wisconsin or in another state/country.

Compared to 2007: There are two interesting changes. First, in 2009, there was a slightly higher percentage of people who had lived somewhere outside of Milwaukee compared to 2007 (16.1% in 2009 compared to 14.1% in 2007). Second, there were many fewer 'missing' respondents, i.e. people who didn't answer this question, in 2009 (only 4) compared to 2007 (25).

Length and Frequency of Homelessness

LENGTH OF CURRENT EPISODE OF HOMELESSNESS

Length of current episode of homelessness	2009 #	2009 %	2007 %
Less than 1 month	83	9.5%	19.6%
1 to 3 months ¹	155	17.8%	
4 to 6 months	133	15.3%	44.2%
Longer than 6 months but less than 1 year	162	18.6%	
1 to 3 years	207	23.8%	24.8%
More than 3 years	112	12.9%	8.9%
Not sure/don't know	19	2.3%	2.6%
Total	871	100.0%	100.0%

This year: About 1 out of homeless adults had been homeless for less than a month; that means that 9 out of 10 were homeless for more than a month. About half (51.7%) had been homeless for one to 12 months. Over a third (39.0%) had been homeless for a year or more. In 2009, 34.0% of surveyed homeless adults were chronically homeless according to the HUD definition (person with a disability who has been homeless for one year or more or homeless 4 or more times in the past three years). This is significantly higher than 2007 when the percentage of chronically homeless was 28.4%.

Compared to 2007: In 2007, 2 out of 10 homeless adults surveyed were 'short-timers' – people who had been homeless for less than a month compared to just 1 out of 10 in 2009. There were fewer 'short-timers' in 2009 than in 2007 – in other words, people tended to report longer episodes of homelessness. People were more likely in 2009 than in 2007 to have experienced a period of homelessness ranging from one to 12 months, 51.7% of respondents (2009) compared to 44.2% (2007). Also of note is the increased percentage of people reporting long periods of homelessness (more than 3 years), 12.9% of respondents (2009) compared to 8.9% (2007).

FREQUENCY OF HOMELESSNESS

Times homeless in past 3 years	2009 #	2009 %	2007 %
1 time	410	47.5%	42.5%
2 times	206	23.8%	26.4%
3 times	87	10.1%	11.0%
4 times	39	4.5%	5.7%
5 or more times	122	14.1%	14.4%
Total	864	100.0%	100.0%

This year: About half of those surveyed (52.5%) had been homeless multiple times in the past three years. One out of 5 (18.6%) had been homeless four or more times during this period.

Compared to 2007: 2009 shows an increased percentage of people who have been homeless just one time (47.5% in 2009 compared to 42.5% in 2007). The percentage of people experiencing multiple episodes of homelessness decreased during this period from 57.5% in 2007 to 52.5% in 2009.

¹ In 2007, the categories 1 to 3 months, 4 to 6 months, and longer than 6 months but less than a year were combined into one category of more than 1 month but less than a year.

EDUCATIONAL LEVEL

Educational level attained	#	%
Less than high school diploma	253	27.8%
High school diploma	266	29.3%
GED	126	13.9%
Some college, technical or trade school	206	22.7%
Associate degree	23	2.5%
Apprenticeship program	3	.3%
Bachelor degree or higher	32	3.5%
Total	909	100.0%

This year: Three out of four respondents (72.2%) had attained a high school diploma or higher level of education. Comparable data for 2007 is not available because this question was not included on that year's survey.

EMPLOYMENT STATUS

Employment status	#	%
Employed part time	110	12.0%
Employed full time	83	9.1%
Unemployed	722	78.9%
Total	915	100.0%

This year: Only about one out of five (21.1%) homeless adults was employed either full or part time. Comparable data for 2007 is not available because this question was not included on that year's survey. Homeless people with a high school diploma or GED or college or training after high school were significantly more likely to be employed either part time or full time than those without that credential. While 14.7% of homeless people without a high school diploma were employed, 23.3% of those with a high school diploma or GED and 24.7% of those with post high school-college or training had full or part time jobs.

Duration of unemployment: Unemployment tended to be of long duration. Of those unemployed, 70.5% had been without a job for six months or more. The length of unemployment was strongly correlated with the length of homelessness; in other words, homelessness and unemployment seemed to mirror each other.

Willing and able to work: Unemployed respondents were asked if they were willing and able to work. Of those who were unemployed, 67.9% indicated that they would take a job if offered; 32.1% said that they were not willing and able to work. Among disabled persons, 60.3% were willing and able to work compared to 91.4% of non-disabled persons.

DISABILITIES/SPECIAL CIRCUMSTANCES

Disability Status

Homeless adults were asked this question: "Do you think or have you been told that you have any of the following?" Respondents could select more than one disability/condition.

Disability/condition	2009 #	2009 %	2007 %
Mental illness	378	41.1%	33.3%
Physical disability	296	32.2%	16.9%
Alcohol abuse	250	27.2%	29.8%
Drug abuse	231	25.1%	30.3%
Developmental disability/learning disability	94	10.2%	3.6%
HIV/AIDS	14	1.5%	.4%
Victim of domestic violence	115	12.5%	6.4%
Other	10	1.1%	6.4%

This year: Four out of ten homeless adults (41.1%) reported thinking or having been told that they had mental illness. This is the most prevalent disability reported, followed by physical disabilities, and then alcohol and drug abuse. In 2009, 73.7% of homeless adults were identified as disabled; this meant that they had one of the disabling conditions listed in this section with the exception of domestic violence, or they were receiving SSI/SSDI. Respondents averaged 1.5 disabilities each.

Compared to 2007: The most striking changes have to do with the incidence of mental illness (increasing from 33.3% in 2007 to 41.1% in 2009), drug abuse (decreasing from 30.3% in 2007 to 25.1% in 2009), and developmental disability/learning disability (increasing from 3.6% in 2007 to 10.2% in 2009).

GOVERNMENT BENEFITS UTILIZATION

Government Benefits Utilization

Homeless adults were asked the following question: "Are you or any of your children with you now receiving any of the following government benefits?" Respondents could select more than one answer.

Government Benefit	2009 #	2009 %	2007 %
Social Security	42	4.6%	6.2%
SSI/SSDI	175	19.0%	14.6%
Medicaid/Medicare	174	18.9%	16.8%
GAMP/BadgerCare Plus	2203	22.1%	15.8%
TANF/W-2	84	9.1%	9.2%
Food Stamps	416	45.3%	34.6%
Veterans Benefits/Pension	15	1.6%	2.1%
Veterans Health Care	57	6.2%	5.0%
Unemployment Benefits	27	2.9%	1.4%
Other	33	3.6%	4.8%
No benefits of any kind	172	18.7%	24.4%

This year: The most frequently used government benefit was Food Stamps, followed by GAMP/BadgerCare Plus, SSI/SSDI, and Medicaid/Medicare.

Compared to 2007: Several areas are worth mentioning: SSI/SSDI increase from 14.6% in 2007 to 19.0% in 2009; GAMP/BadgerCare Plus increase from 15.8% to 22.1%; and the increase in Food Stamps from 34.6% to 45.3%, and the decrease in the percentage of people who received no benefits.

GETTING HELP

Homeless adults were asked this question: “In the past month, what services did you or anyone in your family with you now need but could not get?” Respondents could select more than one answer.

Type of help	2009 #	2009 %	2007 %
Finding work/employment assistance	213	23.2%	20.7%
Finding permanent housing	246	26.8%	17.1%
Emergency shelter	59	6.4%	6.3%
Food	101	11.0%	8.0%
Rent/utility assistance	112	12.2%	9.1%
Transportation/bus passes	154	16.8%	8.4%
Medical care	87	9.5%	11.2%
Dental care	133	14.5%	9.2%
Mental health care	56	6.1%	2.9%
Alcohol or drug abuse treatment	37	4.0%	2.9%
Getting a Wisconsin ID or driver’s license	94	10.2%	4.1%
Getting government benefits	80	8.7%	5.9%
Child care	20	2.2%	2.4%
Other service	19	2.1%	3.1%
No service gaps identified	326	35.5%	41.2%

This year: Homeless adults identified finding permanent housing as the most prevalent unmet need (26.8%), followed by employment help (23.2%), transportation/bus passes (16.8%), and dental care (14.5%).

Compared to 2007: Respondents were more likely to identify service gaps in 2009 than they were in 2007. In 2009, 64.5% of homeless adults identified at least one service gap in the past month compared to 58.8% in 2007. The biggest increases were in the area of finding permanent housing, transportation, dental care, getting a Wisconsin ID or driver’s license, and mental health care.

DEMOGRAPHICS

Demographic Indicator	Sheltered #	Sheltered %	Unsheltered #	Unsheltered %
Age*				
30 or younger	182	24.4%	20	11.8%
31-40 years	123	16.5%	21	12.4%
41-50 years	240	32.2%	57	33.5%
51-60 years	182	24.4%	62	36.5%
61 and over	18	2.4%	10	5.9%
Total	745	81.4%	170	18.6%
Gender*				
Female	338	45.3%	19	11.0%
Male	408	54.7%	153	89.0%
Veteran				
Yes	141	18.9%	22	12.9%
No	604	81.1%	149	87.1%
Ethnic Origin*				
African American	464	62.9%	89	52.4%
Asian	2	.3%	0	0%
Native American/Alaska Native	7	.9%	4	2.4%
Mixed Race	33	4.5%	7	4.1%
Caucasian/White	207	28.0%	53	31.2%
Other	25	3.4%	17	10.0%
Hispanic Origin ^{1*}	40	5.4%	18	11.1%
Household Composition				
Single Person/No Children	517	69.6%	141	82.0%
Single Parent with Children under 18	191	25.7%	16	9.3%
Part of a Couple without Children under 18	14	1.9%	7	4.1%
Part of a Couple with Children under 18	21	2.8%	8	4.7%

¹ Consistent with the definition of the U.S. Census Bureau, Hispanic individuals can be of any race.

* A chi-square test was performed for associations between variables. Items with an asterisk (*) had a statistically significant difference found at the p<0.05 level.

Analysis: *The sheltered population tends to be significantly younger* than the unsheltered population. Almost one quarter (24.4%) of the sheltered adults were under age 30 compared to just 11.8% of unsheltered adults. The age differential is most evident in the 51-60 age range with 24.4% of sheltered adults in this age range compared to 36.5% of unsheltered adults. In both groups, the number of older adults, ages 61 and over, drops dramatically, although here again, unsheltered adults were twice as likely as older adults.

The unsheltered population is almost entirely male (89.0%) with only 11.0% female. The gender split among sheltered adult is more evenly split with 45.3% female and 54.7% male. **Veterans comprised a higher percentage of sheltered homeless** (18.9%) compared to unsheltered (12.9%) homeless. **African American individuals comprise the majority in both sheltered and unsheltered groups;** however, their representation is greater in the sheltered population (62.9%) compared to unsheltered (52.4%). The representation of persons of Hispanic origin in the unsheltered population (11.1%) is twice than of sheltered (5.4%). **Unsheltered homeless persons were significantly more likely to be single with no children** (82.0%) compared to sheltered persons (69.6%). Conversely, single parents with children under 18 were more likely to be sheltered (25.7%) than unsheltered (9.3%). There was a greater percentage of couples – both with and without children – among the unsheltered population (8.8%) compared to sheltered (4.7%).

EXPERIENCE OF HOMELESSNESS

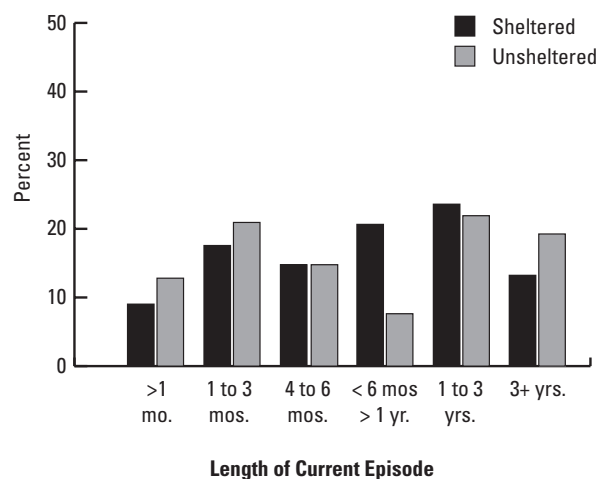
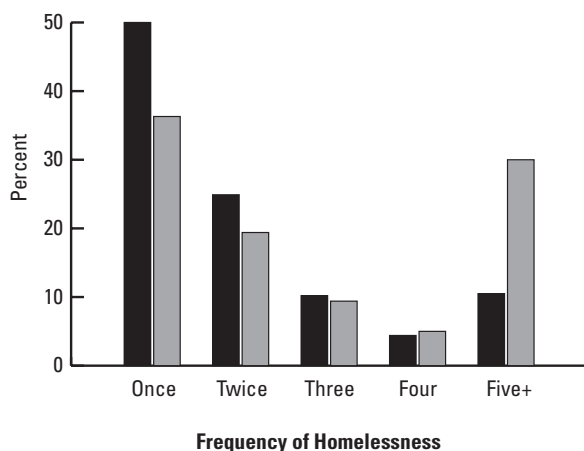
Reasons for Homelessness	Sheltered #	Sheltered %	Unsheltered #	Unsheltered %
Lost job/can't find work*	271	36.3%	84	48.8%
Wages too low	80	10.7%	13	7.6%
Family breakup*	118	15.8%	17	9.9%
Abuse/violence*	95	12.7%	4	2.3%
Asked to leave where staying*	109	14.6%	11	6.4%
Runaway/thrown out of house*	34	4.6%	2	1.2%
Discharged from foster care or group home	3	.4%	1	.6%
Medical problems*	86	11.5%	7	4.1%
Discharged from jail or prison	63	8.4%	15	8.7%
Eviction*	111	14.9%	9	5.2%
Foreclosure*	32	4.3%	2	1.2%
High housing costs	85	11.4%	14	8.1%
High utility costs	58	7.8%	3	1.7%
Substance abuse problems*	152	20.3%	22	12.8%
Lost benefits	32	4.3%	3	1.7%
Mental illness*	108	14.5%	7	4.1%
Other	47	6.3%	16	9.3%
Discharge History (discharged in last 6 months with no where to go?)				
Hospital/health care facility*	73	9.8%	33	19.2%
Mental health facility	41	5.5%	11	6.4%
Jail/House of Correction*	43	5.8%	25	14.5%
Prison	15	2.0%	7	4.1%
Foster care or group home	9	1.2%	2	1.2%
Disabilities/Special circumstance				
Mental illness*	336	45.0%	42	24.4%
Medical condition/physical disability	251	33.6%	45	26.2%
Alcohol abuse	212	28.4%	38	22.1%
Drug abuse*	202	27.0%	29	16.9%
Developmental disability/learning disability	80	10.7%	14	8.1%
HIV/AIDS	12	1.6%	2	1.2%
Domestic violence*	103	13.8%	12	7.0%

Analysis: *Unsheltered adults were significantly more likely than sheltered adults to report “lost job/can’t find work” as the reason for their homelessness (48.8% vs. 36.3%) but they were less likely to cite any other reason, such as asked to leave, medical problems, eviction, and substance abuse problems among others. This may mean that unsheltered adults were less willing to share this information with interviewers or there may be some other cause. Unsheltered adults were twice as likely to indicate “Other” and “Not sure/don’t know” (12.8% vs. 7.5%). With regard to disabilities and other special circumstances, unsheltered adults were less likely than sheltered adults to indicate any of the several disability categories. Sheltered adults indicated a significantly higher incidence of mental illness, drug abuse and domestic violence.*

FREQUENCY AND LENGTH OF HOMELESSNESS

Frequency & Length of Homelessness	Sheltered #	Sheltered %	Unsheltered #	Unsheltered %
Frequency of Homelessness*				
Once	352	50.0%	58	36.3%
Twice	175	24.9%	31	19.4%
Three	72	10.2%	15	9.4%
Four	31	4.4%	8	5.0%
Five or more	74	10.5%	48	30.0%
Length of Current Episode*				
Less than 1 month	64	9.0%	19	11.7%
1 to 3 months	121	17.1%	34	20.9%
4 to 6 months	108	15.3%	25	15.3%
Longer than 6 months but less than 1 year	149	21.0%	13	8.0%
1 to 3 years	170	24.0%	37	22.7%
More than 3 years	81	11.4%	31	19.0%

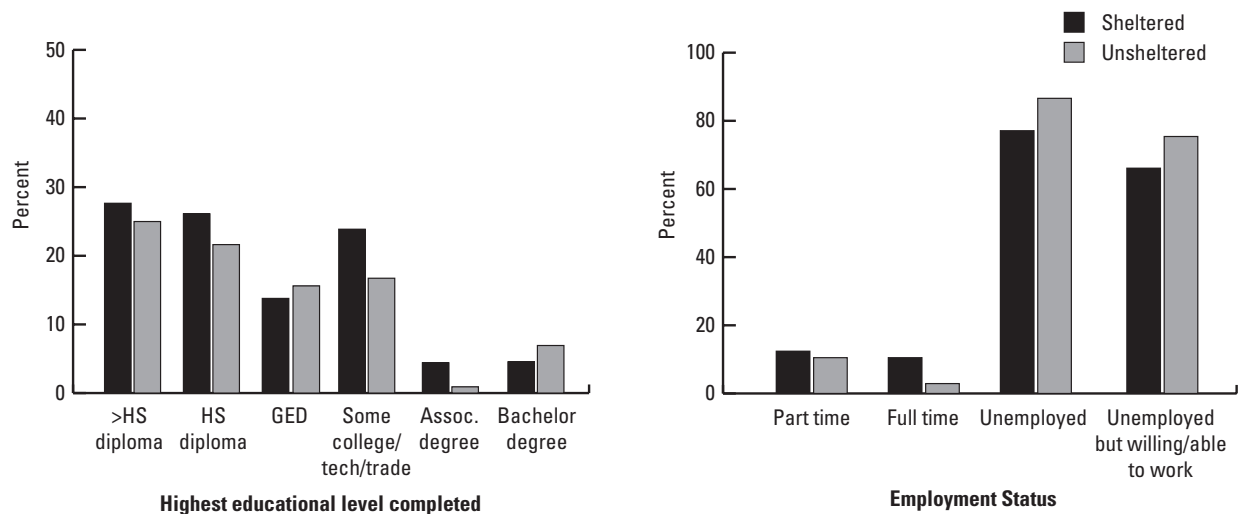
Analysis: The frequency of homelessness is much different for sheltered and unsheltered adults. Nearly 75.0% of sheltered adults had been homeless 1 to 2 times compared to 55.7% of unsheltered adults. At the other end of the spectrum, *just 10.5% of sheltered adults had been homeless 5 or more times compared to 30.0% of unsheltered adults.* The differences are not so striking relative to the length of the current episode of homelessness. However, the greatest difference is with regard to mid-length homelessness, i.e. longer than 6 months but less than 1 year.



EDUCATION AND EMPLOYMENT

Education and Employment	Sheltered #	Sheltered %	Unsheltered #	Unsheltered %
Highest educational level completed				
Less than high school diploma	207	28.1%	46	26.7%
High school diploma	205	27.8%	61	22.9%
GED	100	13.6%	26	15.1%
Some college, tech or trade school	180	24.4%	29	16.9%
Associate degree	22	3.0%	1	.6%
Bachelor degree or higher	23	3.1%	9	5.2%
Employment status*				
Part time employment	92	12.4%	18	10.5%
Full time employment	78	10.5%	5	2.9%
Unemployed	573	77.1%	149	86.6%
Unemployed but willing and able to work	373	66.1%	104	75.4%

Analysis: There were not dramatic differences between sheltered and unsheltered adults relative to educational levels except in the area of “some college, tech or trade school/apprenticeship” and “associate degrees” where unsheltered adults reported significantly lower rates. Unsheltered adults were significantly more likely than sheltered adults to be either unemployed or employed part-time (97.1% vs. 89.5%). Unemployed unsheltered adults were significantly more likely to indicate that they were willing and able to work.



BENEFITS AND ASSISTANCE

Benefits and Assistance	Sheltered #	Sheltered %	Unsheltered #	Unsheltered %
Current Government Benefits				
Social Security	30	4.0%	12	7.0%
SSI/SSDI*	151	20.2%	24	14.0%
Medicaid/Medicare*	160	21.4%	14	8.1%
GAMP/BadgerCare Plus*	189	25.3%	14	8.1%
BadgerCare*	100	13.4%	12	7.0%
TANF/W-2*	83	11.1%	1	.6%
Food Stamps*	372	49.8%	44	25.6%
Veterans Benefits/Pension	14	1.9%	1	.6%
Veterans Health Care*	54	7.2%	3	1.7%
Unemployment Benefits	20	2.7%	7	4.1%
Other	31	4.1%	2	1.2%
None	115	15.4%	57	33.1%
Service Gaps				
Help finding work*	154	20.6%	59	34.3%
Help finding permanent housing*	174	23.3%	72	41.9%
Emergency shelter*	24	3.2%	35	20.3%
Food*	61	8.2%	40	23.3%
Rent/Utility Assistance*	80	10.7%	32	18.6%
Transportation/Bus passes*	109	14.6%	45	26.2%
Medical care	64	8.6%	23	13.4%
Dental care*	99	13.3%	34	19.8%
Mental health care/treatment*	39	5.2%	17	9.9%
Substance abuse treatment*	25	3.3%	12	7.0%
Help getting Wisconsin ID or driver's license*	67	9.0%	27	15.7%
Help getting government benefits*	54	7.2%	26	15.1%
Childcare*	20	2.7%	0	0%
Other	16	2.1%	3	1.7%
No service gaps identified*	299	40.0%	27	15.7%

Analysis: *Unsheltered adults had significantly lower rates of utilization* of SSI/SSDI, Medicaid/Medicare, GAMP/BadgerCare Plus, BadgerCare, TANF/W-2, Food Stamps, and Veterans Health Care than sheltered adults. At the same time, unsheltered adults expressed higher levels of need for assistance in key areas including help finding work, help finding permanent housing, emergency shelter, food, rent/utility assistance, transportation, dental care, mental health and substance abuse treatment, and help getting driver's licenses. Most revealingly, **only 15.7% of unsheltered adults said they had no service gaps compared to 40.0% of sheltered adults.**

DEMOGRAPHICS

Demographic Indicator	Female #	Female %	Male #	Male %
Age*				
30 or younger	140	39.3%	62	11.1%
31-40 years	71	19.9%	73	13.1%
41-50 years	74	20.8%	222	39.8%
51-60 years	63	17.7%	181	32.4%
61 and over	8	2.2%	20	3.6%
Gender				
Female	356	38.9%		
Male			558	61.1%
Veteran*				
Yes	9	2.5%	153	27.3%
No	346	97.5%	407	72.7%
Ethnic Origin*				
African American	236	66.7%	317	57.3%
Asian	1	.3%	1	.2%
Native American/Alaska Native	4	1.1%	7	1.3%
Mixed Race	21	5.9%	19	3.4%
Caucasian/White	79	22.3%	181	32.7%
Other				
Hispanic Origin ¹	19	5.4%	39	7.2%
Household Composition*				
Single Person/No Children	175	49.2%	482	86.4%
Single Parent with Children under 18	167	46.9%	40	7.2%
Part of a Couple without Children under 18	6	1.7%	15	2.7%
Part of a Couple with Children under 18	8	2.2%	21	3.8%
Sheltered/Unsheltered*				
Sheltered	338	94.7%	408	72.7%
Unsheltered	19	5.3%	153	27.3%

¹ Consistent with the definition of the U.S. Census Bureau, Hispanic individuals can be of any race.

Analysis: Females comprised 38.9% of the homeless adults surveyed; males comprised 61.1%. Homeless women generally tended to be younger and there were significant gender differences in the **proportion of adults ages 41 and over** (40.7% of homeless females compared to 75.8% of homeless males). Gender differences were also evident with regard to ethnic origin; here, **women were more likely African American** (66.7% female vs. 57.3% male) and less likely Caucasian/White (22.3% female vs. 32.7% male). Not surprisingly, there were significant gender differences with respect to **household composition** with women significantly more like to be single parents with children under 18 while men were twice as likely to be single without children. Last, women were much more likely to be sheltered (94.7% female vs. 72.7% male).

EXPERIENCE OF HOMELESSNESS

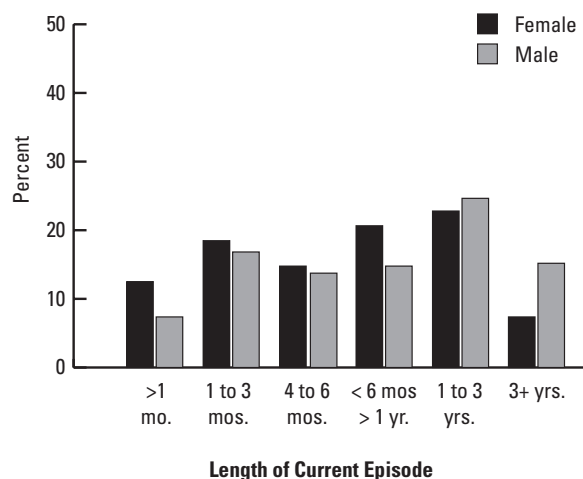
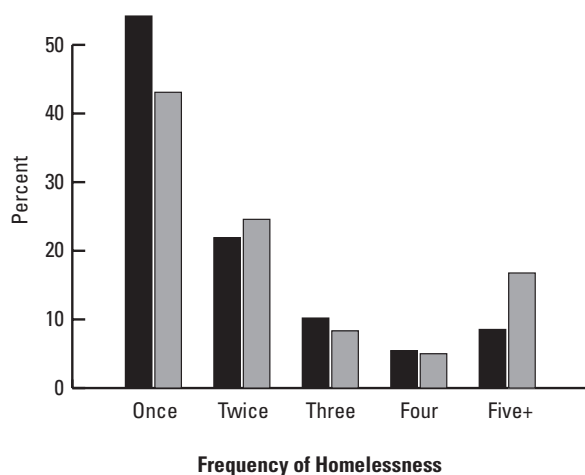
Reasons for Homelessness	Female #	Female %	Male #	Male %
Lost job/can't find work*	108	30.3%	246	43.9%
Wages too low*	48	13.4%	45	8.9%
Family breakup*	70	19.6%	65	11.6%
Abuse/violence*	73	20.4%	26	4.6%
Asked to leave where staying*	65	18.2%	55	9.8%
Runaway/thrown out of house	19	5.3%	17	3.0%
Discharged from foster care or group home	3	.8%	1	.2%
Medical problems	36	10.1%	56	10.0%
Discharged from jail or prison*	15	4.2%	63	11.2%
Eviction*	67	18.8%	53	9.4%
Foreclosure	11	3.1%	23	4.1%
High housing costs*	58	16.2%	40	7.1%
High utility costs*	43	12.0%	18	3.2%
Substance abuse problems*	38	10.6%	135	24.1%
Lost benefits*	23	6.4%	12	2.1%
Mental illness	45	12.6%	69	12.3%
Other	27	7.6%	36	6.4%
Discharge History (discharged in last 6 months with nowhere to go?)				
Hospital/health care facility*	27	7.6%	78	13.9%
Mental health facility	21	5.9%	31	5.5%
Jail/House of Correction*	10	2.8%	58	10.3%
Prison	6	1.7%	16	2.9%
Foster care or group home	3	.8%	8	1.4%
Disabilities/Special circumstance				
Mental illness	151	42.3%	226	40.3%
Medical condition/physical disability*	101	28.3%	194	34.6%
Alcohol abuse*	48	13.4%	201	35.8%
Drug abuse*	58	16.2%	172	30.7%
Developmental disability/learning disability	28	7.8%	66	11.8%
HIV/AIDS	3	.8%	11	2.0%
Domestic violence*	67	18.8%	47	8.4%

Analysis: Females and males showed **significant differences in the reasons for homelessness**. There were significant gender differences on 11 of the 17 reasons listed. Men were more likely than women to attribute their homelessness to 'lost job/can't work', discharge from jail or prison, or substance abuse problems while women were significantly more likely than men to cite 'wages too low', family breakup, abuse/violence, having been asked to leave where they had been staying, eviction, high housing and utility costs, and lost benefits. Examining differences in **discharge history**, men were significantly more likely than women to cite recent discharge from a hospital/health care facility and jail/house of correction. With regard to **disabilities/special circumstance**, men were significantly more likely to report the presence of a medical condition/physical disability, alcohol abuse, or drug abuse.

FREQUENCY AND LENGTH OF HOMELESSNESS

Frequency & Length of Homelessness	Female #	Female %	Male #	Male %
Frequency of Homelessness*				
Once	186	54.1%	224	43.2%
Twice	74	21.5%	131	25.2%
Three	37	10.8%	50	9.5%
Four	15	4.4%	24	4.6%
Five or more	32	9.3%	90	17.3%
Length of Current Episode*				
Less than 1 month	42	12.2%	41	7.8%
1 to 3 months	64	18.6%	91	17.3%
4 to 6 months	54	15.7%	78	14.8%
Longer than 6 months but less than 1 year	77	22.4%	85	16.2%
1 to 3 years	76	22.1%	131	24.9%
More than 3 years	25	7.3%	87	16.5%

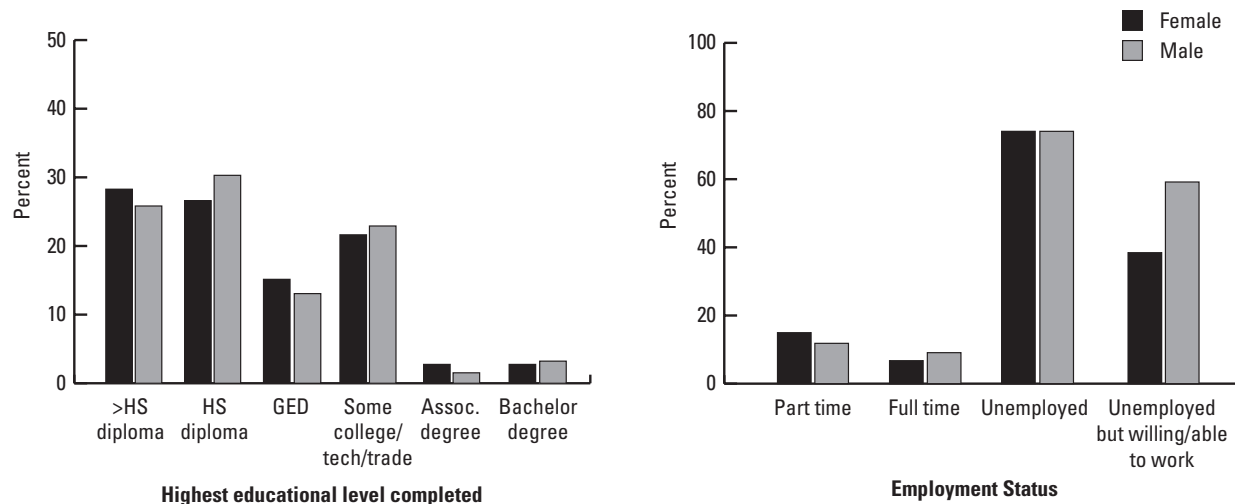
Analysis: Men were significantly more likely than women to have *multiple episodes of homelessness* (45.9% female vs. 56.8% male) and to have a *current homeless episode* lasting a year or more (29.4% female vs. 41.4% male). Males were significantly more likely than females to be chronically homeless (47.7% male compared to 36.2% female).



EDUCATION AND EMPLOYMENT

Education and Employment	Female #	Female %	Male #	Male %
Highest educational level completed				
Less than high school diploma	103	29.1%	150	27.1%
High school diploma	99	28.0%	167	30.1%
GED	51	14.4%	75	13.5%
Some college, tech or trade school	78	22.0%	130	23.5%
Associate degree	11	3.1%	12	2.2%
Bachelor degree or higher	12	3.4%	20	3.6%
Employment				
Part time employment	47	13.2%	63	11.3%
Full time employment	28	7.9%	55	9.8%
Unemployed	280	78.9%	441	78.9%
Unemployed but willing and able to work	277	39.5%	424	60.5%

Analysis: There were no significant gender differences relative to education and employment except in one area – unemployment but willing and able to work. Unemployed men were much more likely to indicate a willingness to work (60.5%) compared to unemployed women (39.5%).



BENEFITS AND ASSISTANCE

Benefits and Assistance	Female #	Female %	Male #	Male %
Current Government Benefits				
Social Security	20	5.6%	22	3.9%
SSI/SSDI*	83	23.2%	91	16.2%
Medicaid/Medicare*	115	32.2%	59	10.5%
GAMP/BadgerCare Plus*	56	15.7%	147	26.2%
BadgerCare*	87	24.4%	25	4.5%
TANF/W-2*	79	22.1%	5	.9%
Food Stamps*	204	57.1%	212	37.8%
Veterans Benefits/Pension	4	1.1%	11	2.0%
Veterans Health Care*	3	.8%	34	9.6%
Unemployment Benefits	9	2.5%	18	3.2%
Other*	22	6.2%	11	2.0%
None*	40	11.2%	132	23.5%
Service Gaps				
Help finding work*	69	19.3%	143	25.5%
Help finding permanent housing	92	25.8%	153	27.3%
Emergency shelter*	14	3.9%	45	8.0%
Food*	25	7.0%	76	13.5%
Rent/Utility Assistance	47	13.2%	64	11.4%
Transportation/Bus passes*	46	12.9%	108	19.3%
Medical care*	23	6.4%	64	11.4%
Dental care	45	12.6%	87	15.5%
Mental health care/treatment*	13	3.6%	43	7.7%
Substance abuse treatment	10	2.8%	27	4.8%
Help getting Wisconsin ID or driver's license	29	8.1%	65	11.6%
Help getting government benefits	27	7.6%	52	9.3%
Childcare*	17	4.8%	3	.5%
Other	4	1.1%	14	2.5%
No service gaps identified	117	32.8%	209	37.8%

Analysis: Overall, *benefit utilization* was greater among homeless women than homeless men with 88.8% of women reporting one or more benefits compared to 76.5% of men. There were several gender differences that related specifically to program eligibility factors, e.g. BadgerCare is a program for children and their parents, veterans' benefits generally affect more men than women because of the gender distribution in the military. However, there are other benefits that would seem to be gender neutral where women were significantly more likely to be covered such as SSI/SSDI and Food Stamps. Conversely, men were significantly more likely to indicate that they *needed but didn't get help* in particular areas including help finding work, emergency shelter, food, transportation, medical care, and mental health treatment. Overall, however, men and women had about the same rate of identifying one or more service gaps (67.2% female vs. 62.2% male).

DEMOGRAPHICS

Demographic Indicator	Disabled #	Disabled %	Non-Disabled #	Non-Disabled %
Age*				
30 or younger	111	16.5%	91	38.1%
31-40 years	109	16.2%	35	14.6%
41-50 years	232	34.4%	64	26.8%
51-60 years	200	29.7%	43	18.0%
61 and over	22	3.3%	6	2.5%
Total ¹	674	73.8%	239	26.2%
Gender*				
Male	444	65.8%	115	47.7%
Female	231	34.2%	126	52.3%
Veteran*				
Yes	131	19.4%	31	12.9%
No	209	87.1%	543	80.6%
Ethnic Origin*				
African American	394	58.8%	158	66.9%
Asian	1	.1%	1	.4%
Native American	8	1.2%	3	1.3%
Mixed Race	27	4.0%	13	5.5%
Caucasian/White	216	32.2%	43	18.2%
Other	24	3.6%	18	7.6%
Hispanic Origin	36	5.5%	22	9.3%
Household Composition*				
Single Person/No Children	521	77.4%	136	56.7%
Single Parent with Children under 18	115	17.1%	92	38.3%
Part of a Couple without Children under 18	15	2.2%	6	2.5%
Part of a Couple with Children under 18	22	3.3%	6	2.5%
Sheltered/Unsheltered*				
Sheltered	567	83.9%	179	74.3%
Unsheltered	109	16.1%	62	25.7%
<p>Analysis: Disabled homeless adults were significantly older than non-disabled adults. Two-thirds (67.4%) are ages 41 or over compared to 47.3% of non-disabled adults. Although there is a significant gender difference in disability status, the percentages mirror the gender distribution in the surveyed homeless population. Veterans were significantly more likely than non-veterans to be disabled (19.4% disabled vs. 12.9% non-disabled). Single adults with no children were significantly more likely to be disabled than single adults with children (77.4% disabled vs. 56.7% non-disabled). Last, disabled homeless adults were more likely to be sheltered than unsheltered (83.9% disabled vs. 74.3% non-disabled).</p>				

¹ The Point in Time Survey counted 913 persons who responded to questions regarding disability status. Included in this definition are individuals who indicated that they had or had been told they had one of the following conditions: mental illness, medical condition/physical disability, alcohol abuse, drug abuse, developmental disability/learning disability, or HIV/AIDS OR they were receiving SSI or SSDI.

EXPERIENCE OF HOMELESSNESS

Reasons for Homelessness	Disabled #	Disabled %	Non-Disabled #	Non-Disabled %
Lost job/can't find work*	243	35.9%	111	46.1%
Wages too low*	54	8.0%	39	16.2%
Family Breakup	92	13.6%	43	17.8%
Abuse/violence	72	10.7%	27	11.2%
Asked to leave where staying	95	14.1%	25	10.4%
Runaway/thrown out of house	26	3.8%	10	4.1%
Discharged from foster care or group home	2	.3%	2	.8%
Medical problems*	85	12.6%	7	2.9%
Discharged from jail or prison*	70	10.4%	8	3.3%
Eviction	89	13.2%	31	12.9%
Foreclosure	25	3.7%	9	3.7%
High housing costs	67	9.9%	32	13.3%
High utility costs	39	5.8%	22	9.1%
Substance abuse problems*	170	25.1%	4	1.7%
Lost benefits*	31	4.6%	4	1.7%
Mental illness*	113	16.7%	2	.8%
Other	52	7.7%	11	4.6%
Discharge History				
Hospital/health care facility*	95	14.1%	11	4.6%
Mental health care facility*	50	7.4%	2	.8%
Jail/House of Correction*	57	8.4%	11	4.6%
Prison	19	2.8%	3	1.2%
Foster Care/Group Home	8	1.2%	3	1.2%
<p>Analysis: Disabled and non-disabled adults shared many of the same <i>reasons for homelessness</i>; however, disabled adults were more likely to cite medical problems, substance abuse, mental illness, lost benefits, and discharge from jail or prison. Non-disabled adults were more likely to attribute their homelessness to having lost a job or being paid too little. Not surprisingly, disabled adults were significantly more likely to report having been discharged from a hospital or mental health facility without a place to stay; also noteworthy is that disabled adults were significantly more likely to report having been released from the jail or House of Correction with no place to stay.</p>				

FREQUENCY AND LENGTH OF HOMELESSNESS

Frequency of Homelessness*	Disabled #	Disabled %	Non-Disabled #	Non-Disabled %
Once	285	44.4%	125	56.8%
Twice	148	23.1%	56	25.5%
Three	70	10.9%	17	7.7%
Four	34	5.3%	5	2.3%
Five or more	105	16.4%	17	7.7%
Length of current episode*				
Less than 1 month	53	8.0%	30	12.9%
1 to 3 months	97	14.6%	58	24.9%
4 to 6 months	91	13.7%	42	18.0%
Longer than 6 months but less than 1 year	120	18.1%	41	17.6%
1 to 3 years	169	25.5%	37	15.9%
More than 3 years	94	14.2%	18	7.7%

Analysis: Disabled homeless adults were homeless more often and for longer duration than non-disabled adults. One-third of disabled adults (32.6%) had been **homeless 3 or more times** in the past 3 years compared to 17.7% of non-disabled adults. Moreover, 39.7% of disabled adults had a **current episode of homelessness** lasting one year or more compared to 23.6% of non-disabled adults.

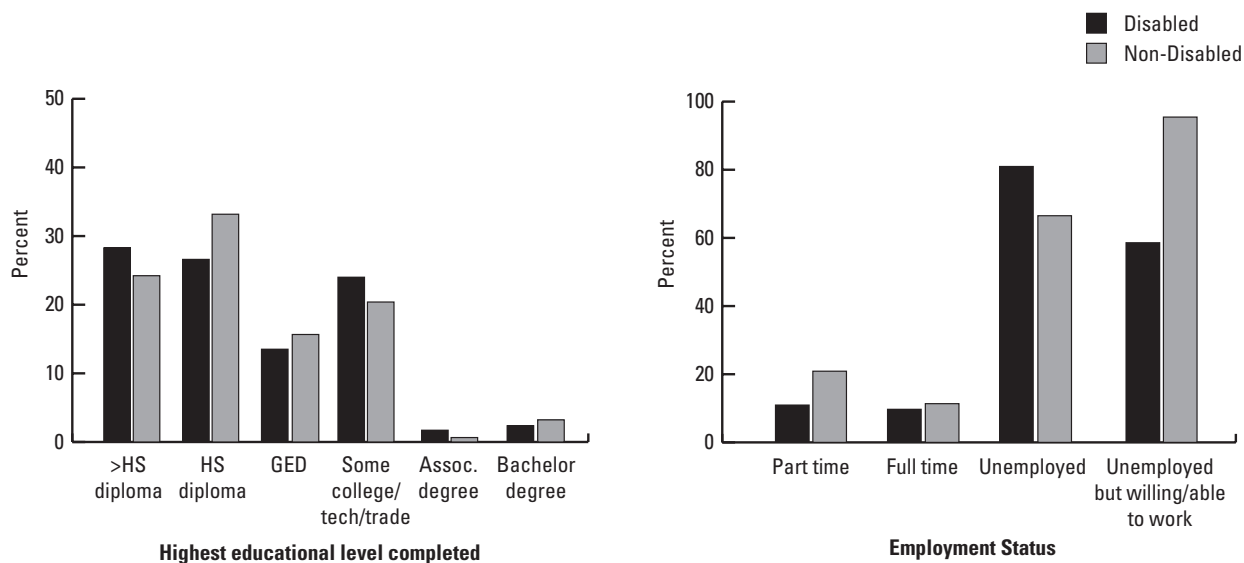
Frequency of Homelessness

Length of Current Episode

EDUCATION AND EMPLOYMENT

Education and Employment	Disabled #	Disabled %	Non-Disabled #	Non-Disabled %
Highest educational level completed				
Less than high school diploma	195	29.2%	58	24.2%
High school diploma	185	27.7%	80	33.3%
GED	87	13.0%	39	16.3%
Some college, tech or trade school	158	23.7%	50	20.8%
Associate degree	19	2.8%	4	1.7%
Bachelor degree or higher	23	3.4%	9	3.8%
Employment*				
Part time employment	61	9.1%	49	20.5%
Full time employment	55	8.2%	28	11.7%
Unemployed	558	82.8%	162	67.8%
Unemployed but willing and able to work	322	60.1%	155	93.9%

Analysis: There were no statistically significant differences between disabled and non-disabled homeless adults relative to their **educational levels**. Employment was a different matter; disabled adults were much less likely to be **employed full time** (9.1% disabled vs. 20.5% non-disabled) or part time (8.2% disabled vs. 11.7% non-disabled). The overall unemployment rate for disabled homeless adults was significantly higher at 82.8% than the rate for non-disabled (67.8%). Not surprisingly, unemployed disabled adults were significantly less likely to be willing and able to work (60.1% disabled vs. 93.9% non-disabled).



BENEFITS AND ASSISTANCE

Benefits and Assistance	Disabled #	Disabled %	Non-Disabled #	Non-Disabled %
Current Government Benefits				
Social Security*	37	5.5%	5	2.1%
SSI/SSDI*	175	25.9%	0	0%
Medicaid/Medicare*	150	22.2%	24	10.0%
BadgerCare Plus*	166	24.6%	36	14.9%
BadgerCare*	57	8.4%	54	22.4%
TANF/W-2*	51	7.5%	33	13.7%
Food Stamps*	290	42.9%	125	51.9%
Veterans' Benefits/Pension	14	2.1%	1	.4%
Veterans' Health Care*	53	7.8%	4	1.7%
Unemployment Benefits	18	2.7%	9	3.7%
Other	26	3.8%	7	2.9%
None*	108	16.0%	64	26.6%
Service Gaps				
Help finding work*	142	21.0%	70	29.0%
Help finding permanent housing	190	28.1%	55	22.8%
Emergency shelter	43	6.4%	15	6.2%
Food	81	12.0%	20	8.3%
Rent/Utility Assistance	82	12.1%	30	12.4%
Transportation/Bus Passes*	125	18.5%	28	11.6%
Medical Care	67	9.9%	20	8.3%
Dental Care	106	15.7%	27	11.2%
Mental Health Care/Treatment*	48	7.1%	8	3.3%
Substance Abuse Treatment*	36	5.3%	1	.4%
Help getting Wisconsin ID or driver's license	76	11.2%	18	7.5%
Help getting Government Benefits	58	8.6%	21	8.7%
Childcare	14	2.1%	6	2.5%
Other	15	2.2%	4	1.7%
No service gaps identified	238	35.2%	88	36.5%
<p>Analysis: Disabled homeless adults were significantly more likely to have Social Security, SSI/SSDI, Medicaid/Medicare, BadgerCare Plus, and Veterans' Health Care but less likely to have BadgerCare, TANF/W-2, or Food Stamps. Overall, disabled adults were significantly less likely than non-disabled adults to report having no government benefits (16.0% disabled vs. 26.6% non-disabled). There were significant differences in service gaps between the two groups relative to help finding work, transportation, mental health care and substance abuse treatment.</p>				

VETERANS AND NON-VETERANS

Demographic Indicator	Veterans #	Veterans %	Non-Veterans #	Non-Veterans %
Age*				
30 and younger	6	3.7%	196	26.1%
31-40 years	8	4.9%	135	18.0%
41-50 years	81	50.0%	215	28.7%
51-60 years	62	38.3%	182	24.3%
61 years and older	5	3.1%	22	2.9%
Total	163	17.8%	753	82.2%
Gender*				
Female	9	5.6%	346	45.9%
Male	153	94.4%	407	54.1%
Ethnic Origin				
African American	90	55.9%	461	62.0%
Asian	0	0%	2	.3%
Native American	1	.6%	10	1.3%
Mixed Race	5	3.1%	35	4.7%
Caucasian/White	58	36.0%	202	27.2%
Other	7	4.3%	34	4.6%
Hispanic Origin	5	3.2%	52	7.1%
Household Composition*				
Single Person/No Children under 18	138	85.7%	518	69.0%
Single Parent with Children under 18	9	5.6%	198	26.4%
Part of a Couple without Children under 18	5	3.1%	16	2.1%
Part of a Couple with Children under 18	9	5.6%	19	2.5%
Sheltered/Unsheltered*				
Sheltered	141	86.5%	604	80.2%
Unsheltered	22	13.5%	149	19.8%

Analysis: By far, the most striking difference between homeless veterans and non-veterans is **age**. Nearly all homeless veterans (91.4%) were age 41 or older compared to 55.9% of homeless non-veterans. Conversely, while 44.1% of homeless non-veterans were age 40 or younger, only 8.6% of homeless veterans were in that age range. The **gender** difference – with virtually all (94.4%) veterans being male – generally reflects the male dominance in the military. Although there were some slight differences with respect to **ethnic origin**, none reached the level of statistical significance; the veteran population had a somewhat smaller percentage of African American and larger percentage of Caucasian than non-veterans. There were significant differences in **household composition** with veterans much more likely to be single adults with no children under 18 (85.7%) than non-veterans (69.0%). Both veteran and non-veteran populations exhibited the same rates of being **sheltered** at the time of the survey.

EXPERIENCE OF HOMELESSNESS

	Veterans #	Veterans %	Non-Veterans #	Non-Veterans %
Reasons for Homelessness				
Lost job/can't find work*	81	48.7%	272	36.1%
Wages too low	17	10.4%	76	10.1%
Family breakup	16	9.8%	118	15.7%
Abuse/Violence*	6	3.7%	93	12.4%
Asked to leave where staying	15	9.2%	104	13.8%
Runaway/thrown out of house	5	3.1%	30	4.0%
Discharged from foster care or group home	0	0%	4	.5%
Medical problems	20	12.3%	72	9.6%
Released from jail or prison	19	11.7%	59	7.8%
Eviction	21	12.9%	98	13.0%
Foreclosure*	13	8.0%	21	2.8%
High housing costs	13	8.0%	86	11.4%
High utility costs	10	6.1%	50	6.6%
Substance abuse problems*	62	38.0%	112	14.9%
Lost benefits	4	2.5%	30	4.0%
Mental illness	23	14.1%	92	12.2%
Other	5	3.1%	10	1.3%
Discharge History				
Hospital/health care facility	25	15.3%	81	10.8%
Mental health care facility	10	6.1%	42	5.6%
Jail/House of Correction	9	5.5%	59	7.8%
Prison*	9	5.5%	13	1.7%
Foster care or group home	4	2.5%	7	.9%
Disabilities/Special circumstance				
Mental illness	63	38.7%	314	41.7%
Medical condition/physical disability	61	37.4%	233	30.9%
Alcohol abuse*	78	47.9%	171	22.7%
Drug abuse*	66	40.5%	165	21.9%
Developmental disability/learning disability	14	8.6%	79	10.5%
HIV/AIDS	3	1.8%	10	1.3%
Domestic violence/abuse	16	9.8%	99	13.1%

Analysis: These are the areas that really stand out in terms of the *reasons for homelessness* for veterans.

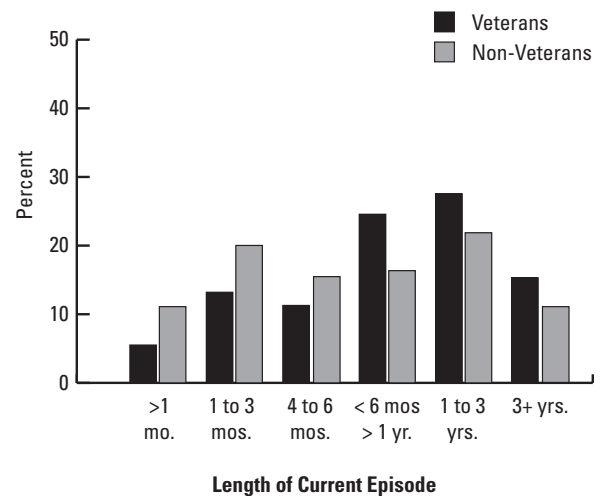
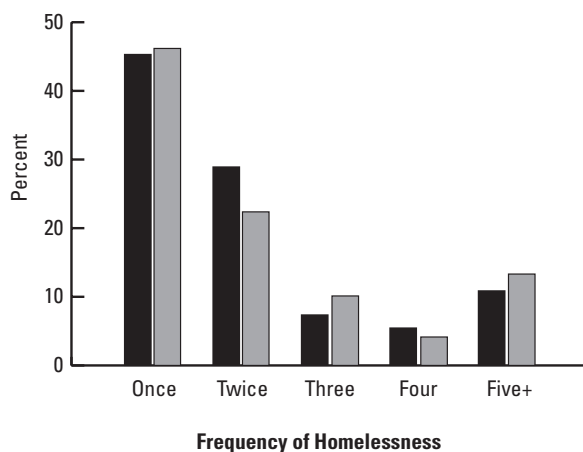
Veterans were much more likely to cite lost job/can't find work, foreclosure, and substance abuse problems as the reasons for their current homelessness. Relative to substance abuse, veterans were 2½ times more likely to cite this as a cause for homelessness (38.0%) than non-veterans (13.9%). The substance abuse theme is reinforced in the area of disabilities with 47.9% of veterans reporting issues with alcohol abuse compared to 22.7% of non-veterans and 40.5% indicating drug abuse compared to 21.9% of non-veterans.



FREQUENCY AND LENGTH OF HOMELESSNESS

	Veterans #	Veterans %	Non-Veterans #	Non-Veterans %
Frequency of Homelessness in Past 3 Years				
Once	71	46.4%	338	47.7%
Twice	45	29.4%	160	22.6%
Three	11	7.2%	75	10.6%
Four	8	5.2%	31	4.2%
Five or more	18	11.8%	104	14.1%
Length of Current Episode				
Less than 1 month	9	5.7%	74	10.4%
1 to 3 months	19	12.0%	135	19.0%
4 to 6 months	17	10.8%	116	16.3%
Longer than 6 months but less than 1 year	39	24.7%	122	17.2%
1 to 3 years	45	28.5%	161	22.7%
More than 3 years	24	15.2%	88	12.4%

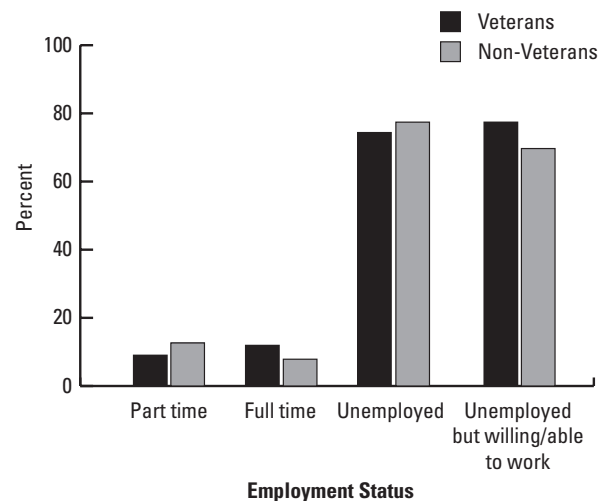
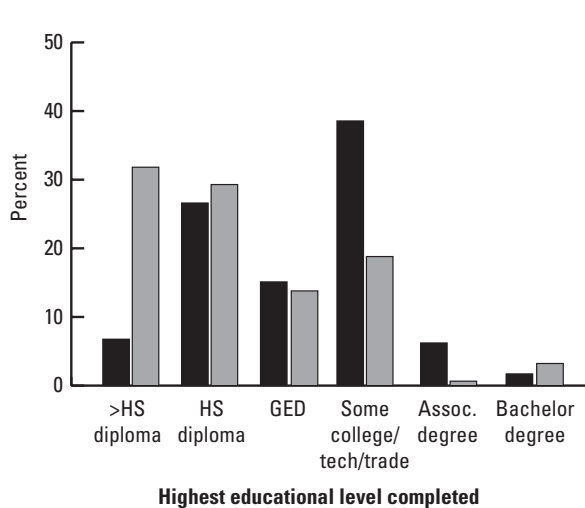
Analysis: There were no statistically significant differences relative to the frequency of homelessness in the past 3 years and the length of the current episode of homelessness. However, there was an indication that veterans tended to have longer current episodes of homelessness; 68.4% of homeless veterans had been homeless for 6 months or more compared to 52.3% of homeless non-veterans. Conversely, there was a lower proportion of newer homeless (less than 6 months) among veterans (28.5%) compared to non-veterans (45.7%).



EDUCATION, EMPLOYMENT, INCOME/BENEFITS SUPPORT

Education and Employment	Veterans #	Veterans %	Non-Veterans #	Non-Veterans %
Highest educational level completed*				
Less than high school diploma	12	7.6%	239	32.0%
High school diploma	44	27.8%	222	29.7%
GED	23	14.6%	103	13.8%
Some college, tech or trade school	63	39.9%	145	19.4%
Associate degree	12	7.6%	11	1.5%
Bachelor degree or higher	4	2.5%	28	3.7%
Employment				
Part time employment	15	9.3%	95	12.6%
Full time employment	20	12.4%	62	8.3%
Unemployed	126	78.3%	594	79.1%
Unemployed but willing and able to work*	96	80.0%	378	65.3%

Analysis: Homeless veterans were significantly better educated than non-veterans. For example, 7.6% of veterans had less than a high school diploma compared to 32.0% of non-veterans. Further, 50.0% of veterans had post high school education including college, technical/trade school, apprenticeship, associate degree and bachelor degree compared to 24.6% of non-veterans. In other words, veterans were twice as likely as non-veterans to have post-high school education. And although employment and unemployment rates were fairly similar for veterans and non-veterans, unemployed veterans indicated a significantly greater willingness to work



BENEFITS AND ASSISTANCE

	Veterans #	Veterans %	Non-Veterans #	Non-Veterans %
Current Government Benefits				
Social Security	5	3.1%	37	4.9%
SSI/SSDI*	15	9.2%	160	21.2%
Medicaid/Medicare*	7	4.3%	166	22.0%
BadgerCare Plus*	12	7.4%	190	25.2%
BadgerCare*	8	4.9%	104	13.8%
TANF/W-2*	3	1.8%	81	10.8%
Food Stamps	38	23.3%	376	49.9%
Veterans Benefits/Pension*	11	6.7%	4	.5%
Veterans Health Care*	55	33.7%	2	.3%
Unemployment benefits	4	2.5%	23	3.1%
Other	3	1.8%	30	4.0%
None*	52	31.9%	119	15.8%
Service Gaps				
Help finding work	41	25.2%	171	22.7%
Help finding permanent housing	36	22.1%	209	27.8%
Emergency shelter	16	9.8%	43	5.7%
Food	17	10.4%	84	11.2%
Rent/utility assistance	23	14.1%	89	11.8%
Transportation/bus passes	30	18.4%	124	16.5%
Medical care	15	9.2%	71	9.4%
Dental care	27	16.6%	105	13.9%
Mental health care/treatment	11	6.7%	45	6.0%
Substance abuse treatment	6	3.7%	31	4.1%
Help getting Wisconsin ID or driver's license	17	10.4%	77	10.2%
Help getting government benefits*	25	15.3%	55	7.3%
Childcare	2	1.2%	18	2.4%
Other	7	4.3%	12	1.6%
No service gaps identified	65	39.9%	261	34.7%

Analysis: In terms of *government benefits*, veterans were significantly less likely to have public health care coverage, e.g. SSI/SSDI, Medicaid, Medicare, BadgerCare Plus, or BadgerCare. The differences between veterans and non-veterans in these areas were substantial. Veterans were more likely to have veterans' benefits and health care; 33.7% had veterans' health care but overall veterans were not advantaged when it came to government benefits. Nearly a third of homeless veterans (31.9%) reported having no benefits at all compared to 15.8% of homeless non-veterans. There was virtually no difference between the two groups with respect to *service gaps*.

SURVEY COMMENTS

These are responses to the open-ended question on the survey: “What do you think is the ONE THING that could end homelessness in Milwaukee?”

- A place to stay that I can afford.
- Training for good paying jobs.
- More transitional houses.
- More jobs for people without high school diploma.
- Letting people live in the buildings downtown that don't have anything in them.
- Shorter waiting lists for low income housing for the people who really need it.
- More things for low income people to do that can't work, like our space.
- The economy improving.
- Have some place to go when you are 10 and have to leave your foster family.
- Awareness.
- Have someone help them when they get out of prison.
- More programs and emergency shelter.
- Have Shawna start more programs.
- More help for single mothers.
- Jobs/low income housing.
- More agencies to help.
- More jobs.
- Don't know.
- Create new jobs, educational programs” to help people.
- To create more jobs.
- Prevent drugs, help to rent.
- Have Shawna run programs to help women get jobs and housing (shelters)
- Women's programs.
- Employment.
- More people like Shawna.
- Classes to teach how to get a job.
- Everybody needs a home/more apartments.
- Have more shelters, try to connect with Milwaukee employers because being homeless doesn't mean you don't have abilities.
- Togetherness understanding each other's needs.
- Having a place to go.
- I don't know.
- Places that are on the south side.
- Studio apartments, one bedroom apartments that aren't more than my SSI check.
- Better treatment for everything.
- Get more money on my check.
- Houses for mentally ill people.
- Me stop drinking.
- Landlords who understand a mentally ill person.
- If there were more group homes.
- Give everyone a place to stay
- More jobs, affordable rent.
- More room and boards, shelters.
- I couldn't tell you, I don't know.
- Affordable housing.
- More family support. Better foster or kinship homes for children in the welfare system to avoid children from moving from one home to another.
- Employment-long term job placement so you can provide for yourself and family.
- If community will work together and help one another- help our kids.
- I don't think there is anything that could end homelessness.
- Affordable housing.
- I don't know.
- More jobs, better schooling, affordable housing.
- More jobs
- Affordable Housing.
- Good Paying Jobs.
- More government benefits.
- More TLP Programs, more jobs and higher wages.
- Higher wages, lower rent.
- Stay focused and look for as much help as you can get.
- Helping people and children out more that's what I think will stop the homeless.
- People need to be willing to work.
- More training for better jobs.
- If everyone is educated themselves on where shelters were and how to get into them.
- Family Support.
- Safe Haven Programs.
- Government assistance with jobs.
- It will never end.
- More compassion for people with needs.
- Jesus
- 24 Hour drop-in-center- a one-stop shop for all needs (like Paradise Gardens in Chicago.
- Don't know.
- Government Housing.
- AODA Treatment
- More Jobs.
- Affordable Housing, On the job training, Bring back CETA program.
- Keeping people informed of resources and how to get assistance and help to know what questions to ask. I don't know what questions to ask.
- Education for work and parenting.
- Taking an empty building and turning it into a shelter.
- Therapy to find out what the problem is. Education to teach people to maintain employment.
- Better paying wages for people, affordable housing, counseling for budgeting and maintaining household. Counseling for drug or mental issues.
- Good education and jobs.
- More programs, More low income housing.
- More help with day care.
- Landlords should work with tenants more to avoid eviction by establishing payment plans when they fall behind in rent.
- Obama.
- More jobs, better landlords, and more affordable rent.
- More jobs that pay a livable wage with benefits.
- Jobs, Jobs, Jobs, people then will be able to pay their rent.
- Transitional Housing for all homeless people.
- Housing
- Upgrade infrastructure with pre-screened personnel with specific job skilled training to work with Dept of Public Works- county 2 tier pay system.

SURVEY COMMENTS

- More jobs that will hire persons with criminal records.
- Educational funds for people who can't afford to go to school. More homeless shelters.
- There is no single solution.
- More access to AODA treatment facilities, for poverty level incomes, more facilities.
- More low income housing.
- In regards to Veterans, limit amount of times Veterans can come into domiciliaties to four times maximum. More jobs, more vocational rehab opportunities, and job training.
- A miracle from God.
- Nothing is going to help except job placement programs.
- Foreclosure assistance end substance abuse.
- Not sure - improving the economy.
- Make it a dry country.
- Governor Doyle more jobs, bail out for homeless programs.
- An act of God, more jobs.
- I have no idea.
- Not sure.
- More employment.
- More job and more assistance in matching the housing with the money you make.
- Don't know.
- Awareness of the dangers of alcohol and cocaine.
- Better jobs, more treatment places for AODA and mental illness, affordable, safe housing.
- There is Pathfinders. There is also all these place to live like Walker's Point. Build more like them.
- More places for youth to go.
- Everyone gets checks.
- Help with priorities.
- Understanding of people in poverty.
- Permanent jobs/income
- Create more jobs and housing.
- Economy stimulus check.
- Better education.
- Create more homeless shelters and more jobs.
- Job training programs.
- Help for people coming out of prison.
- Low income housing, BETTER ECONOMY.
- More jobs and government help until jobs are found.
- Find jobs for people.
- Income.
- Permanent housing.
- Employment.
- Stay clean and sober.
- Lower taxes.
- Ending my medical issue.
- I don't think there is anything to stop the problem.
- Try help people more with shelter and money.
- Economy improving.
- Drugs-stop use and more alcohol and drug counsel!
- Employment.
- More jobs.
- The people that can work, should work.
- Nothing.
- More affordable homes. Programs that can assist individuals with rent.
- More jobs.
- More shelters.
- People helping people.
- Make Milwaukee residents aware of services they could receive to help them not become homeless.
- If wealthy people would donate to the poor who need it.
- More resources, better transportation to and from employment! You have a better chance of finding employment if you have a car.
- Full time jobs, better jobs with responsibilities.
- Psych evaluations to pin point why individuals are chronically homeless. Substance abuse treatment.
- Jobs!
- Less divorces.
- Tolerance towards others with red tape.
- More mental health services.
- More help in dealing AODA issues.
- Change in economy.
- Providing more jobs.
- Moving out of Milwaukee.
- Open more shelters.
- Large influx of money, major cultural changes towards homeless people.
- More places like this one. More jobs, no shelters.
- Giving people a chance, not just giving off of a report of some kind.
- More services for homeless people.
- Better landlords that work with their tenants.
- Better education and more accessible higher education. It's too expensive to go to college.
- Better jobs and higher wages.
- People coming together to make more jobs and low income housing.
- More job opportunities.
- More opportunities for felons. Less jobs overseas. Easier access to information on jobs and education.
- Never gave it much thought.
- Education and training programs provided to everyone who wants it.
- Periodic screenings by social service personnel at the various shelters throughout the city to identify and service and direct the home-less to organizations that meet their needs. Social services personnel separate from the shelter. Separate group that actually has the means and authority to provide.
- Affordable housing. Lower child support laws. Do away with interest.
- A site that can help all be a safe place like here at UPC.
- Employment.
- Veterans getting their benefits. Jobs for Vets. Affordable housing free attorneys.
- That's a hard questions to answer.
- Good Jobs.
- Get my GED and a job and housing.
- More jobs, less drug abusers.
- Jobs for men not just women and children.
- More people caring about others, and helping them out.
- By receiving work or help.
- Medical help, and low income housing.
- Lower payments for housing and utilities.
- Affordable housing. Jobs. Free Education
- Free job in better career fields than present. And professional legal help with problems.

SURVEY COMMENTS

- Employment Assistance
- A better spiritual understanding.
- Work for the people.
- Neighborhood adult and youth corps jobs. Program with the city.
- Social Workers! People that work with others one on one.
- A job or non-service VA Pension.
- Nothing, always is going to be homeless people.
- W-2 training program needs to have better placement for the client.
- Not have enough shelters.
- People continue to stay focus on finding jobs. Believe and follow their dreams.
- Jobs and education.
- Follow rules that are set for you.
- Higher paying jobs.
- Money for housing.
- Quicker benefit approval
- Legalize drugs
- Social reform - more jobs.
- Employment resources.
- Prayer to God.
- People working together
- People should love one another.
- Employment for all.
- Change people's mindset.
- Stop landlords from evicting families especially with children. Because of the economy down swing.
- I think that housing could help.
- Jobs
- Low income housing for people with felonies or criminal record.
- Money
- Jobs more affordable housing, money.
- Better jobs in Milwaukee and other resources help.
- Homes for homeless
- More job training to hire.
- Move case management help and more funds for helping for bus ride and other services.
- Jobs
- Fixing up most of 08 the vacant houses will end homelessness.
- Stop domestic violence and it would end homelessness.
- Public Resources.
- Jobs.
- A miracle.
- More jobs.
- More family resources.
- Medical deals and economy
- Education-developing a work ethic- especially developing skills for employment.
- More involvement in Habitat for Humanity and food drives.
- More programs created toward educating and assisting those who have an unfair advantage. Giving them resources to help themselves get into a more stable situation.
- More jobs.
- More transitional living facilities and more shelters like the women's centers and family support centers.
- More jobs and assistance more transitional living for single women.
- More jobs.
- Education.
- Housing.
- Stricter laws on drugs and alcohol.
- More jobs.
- Control drug flow into US. Alcohol.
- Housing opportunities.
- Better/more jobs.
- Curbing the "career" homeless people problem.
- More jobs in Milwaukee.
- More jobs... More drug and alcohol treatment programs.
- More affordable housing for men.
- Available descent paying jobs.
- People enhancing employment skills.
- Can't end it.
- Socialism
- More jobs available for disabled people, more vigilance against drugs.
- There will be no end to homelessness.
- More treatment centers.
- Everyone work.
- More shelters.
- More jobs.
- More shelters.
- Educational training for employment.
- Not sure.
- Jobs
- Work programs.
- Accountability of officials entrusted to allocate funds to eradicate homelessness.
- More jobs.
- Affordable Housing.
- I think that it should be community services where we should build apartments for the homeless, which means work for them to pay of rent and utilities.
- One thing that I think that would end homelessness in Milwaukee would be having more programs like Lissy's Place in Milwaukee.
- More city Jobs and also more subsidized homes.
- People caring more about other people and stop thinking because people are homeless they are sick.
- Higher pay wage in Milwaukee
- Better jobs.
- More jobs available for the homeless. More access to shelters.
- People need to work or get any type of income.
- Treatment for substance abuse issues. Too many homeless people addicted to drugs. Economy.
- Welfare system-men should be able to get money, not just food-to have outlets to find a job-for 6 months.
- More assistance with finding affordable housing.
- More AODA and mental illness programs.
- If people had jobs with good wages.
- If corporate heads were not so greedy.
- Social services for those suffering mental and chemical issues.
- Get people jobs.
- Improve drug/alcohol and mental health awareness services.
- You can't end homelessness because of the way society approaches the situation. I feel like the money that is being paid and is easily misused.
- More funding, resources for the homeless.
- A place where a person can live that's decent, more than Rescue Mission Shelter.
- Jobs
- More affordable housing help for people in trouble.
- Jobs!
- More jobs, more housing. Help folks who are willing to help themselves.
- More jobs, low/affordable, safe housing

SURVEY COMMENTS

- Individualized job training for folks without higher education
- Not going to happen
- Money, people willing to help, treat others how you want to be treated.
- More jobs
- If people would have a better understanding of homelessness and what we deal with daily.
- Education-free college education
- Jobs that have higher wages, increase minimum wage.
- Better education and availability of Section 8 and HUD programs.
- The government could end homelessness today if they wanted to. How about more money for the cities to build housing for the homeless? This world is rich and resourceful.
- More consideration for others. Stop being selfish.
- Told he is too old for work.
- Nothing.
- More jobs.
- Need of work, housing and basic education. Being able to speak English.
- A miracle!
- More jobs.
- Better economy.
- Being with your family
- More diverse interaction activities at the homeless shelter.
- We need more jobs. We need nicer social service workers that treat people with respect.
- More jobs with better pay.
- Help with making the move back to employment.
- Good employment/Drug treatment programs.
- Support to people who are willing to help themselves.
- Rental assistance-more jobs.
- End poverty
- Help with job search, funding for jobs, schooling for more jobs.
- Some choose homelessness, some don't. Building housing, provide security, get diploma and job, get people on their feet.
- More job availability, can't get a rooming house with a drug addiction record.
- Jobs
- More government subsidized housing.
- Create more high paying jobs.
- Social security
- Jobs or stimulus checks
- Better awareness of resources available. Lack of ID to apply for programs.
- Treat people as they should be treated. Don't charge so much for a place and credit checks don't help. Better wages!
- More employment and education or training.
- Giving people fair rent.
- More jobs and housing.
- Problem with getting identification card, unemployment situation, honest landlords/reasonable housing.
- More jobs and more full time shelters
- More places for low income cheaper places.
- Good paying job affordable housing.
- More jobs
- More jobs
- More housing and shelters; more government funding.
- More places to work.
- Help people with benefits (SSI) get place to stay.
- Get more jobs for homeless persons
- Having a service to assist the homeless jobs, housing and social programs, such as AODA and mental health.
- Open more shelters and educate people; more advertising of shelter.
- If the city would take some of the budget money and re-examine where it should be spent--like employment service.
- More housing for people.
- Job training and jobs.
- More jobs
- Affordable housing.
- Individual getting their affairs together.
- Housing project for homeless, factory where they can work.
- Can't think of anything.
- Act of God!
- More jobs
- Well paying jobs and low income housing.
- All disabled get \$1,200.00 a month on SSDI
- More shelters, more places to live.
- More jobs
- Having jobs or more jobs for people that are qualified, train beyond of farther than the skills they have.
- Jobs.

2-1-1 @ IMPACT REQUESTS FOR EMERGENCY SHELTER

2-1-1 @ IMPACT NEED REQUESTS – 2008

Shelter Type	Total Calls	% of Total
Emergency Shelter	10,006	87.3%
Domestic Violence Shelter	754	6.6%
Transitional Shelter/Housing	359	3.1%
Runaway / Youth Shelter	186	1.6%
Day Shelter	105	0.9%
Crisis Nursery	48	0.4%
Total	11,458	100.0%

(Note: Individual callers may present more than one need, resulting in more total needs than total callers.)

2-1-1 @ IMPACT CALLERS – 2008

Caller	Number	% of Total
Family	5,685	50.4%
Single Woman	3,566	31.6%
Single Man	1,756	15.6%
Youth	175	1.6%
Couple	99	0.9%
Total	11,281	100.0%

2-1-1 @ IMPACT NEED REQUESTS – JANUARY 2009

Shelter Type	Total Calls	% of Total
Emergency Shelter	702	89.9%
Domestic Violence Shelter	38	4.9%
Transitional Shelter/Housing	20	2.6%
Runaway / Youth Shelter	9	1.2%
Crisis Nursery	6	0.8%
Day Shelter	6	0.8%
Total	781	100.0%

(Note: Individual callers may present more than one need, resulting in more total needs than total callers.)

2-1-1 @ IMPACT REQUESTS FOR EMERGENCY SHELTER

2-1-1 @ IMPACT CALLERS – JANUARY 2009

Caller	Number	% of Total
Family	304	38.4%
Single Woman	283	35.7%
Single Man	185	23.4%
Youth	13	1.6%
Couple	7	0.9%
Total	792	100.0%

MILWAUKEE NEED REQUESTS – JANUARY 28, 2009

Shelter Type	Total Calls	% of Total
Emergency Shelter	24	92.3%
Transitional Shelter/Housing	2	7.7%
Crisis Nursery	0	0.0%
Day Shelter	0	0.0%
Domestic Violence Shelter	0	0.0%
Runaway / Youth Shelter	0	0.0%
Total	26	100.0%

(Note: Individual callers may present more than one need, resulting in more total needs than total callers.)

2-1-1 @ IMPACT CALLERS – JANUARY 28, 2009

Caller	Number	% of Total
Couple	12	46.2%
Single Woman	10	38.5%
Single Man	4	15.4%
Family	0	0.0%
Youth	0	0.0%
Total	26	100.0%

Interviewer Initials: _____

Interview Site: _____

2009 Continuum of Care Point-in-Time Survey (Unsheltered)**ASK THESE TWO SCREENING QUESTIONS FIRST TO DETERMINE WHETHER OR NOT TO PROCEED****S1: Do you have a permanent place to live?**☐ Yes ☐ No**S2: Did you spend LAST NIGHT in a shelter or transitional housing?**☐ Yes ☐ No**PROCEED ONLY IF THE PERSON ANSWERS NO TO BOTH QUESTIONS****SURVEY IDENTIFICATION CODE**

In order to make sure we don't interview anyone more than once, we are asking for the first letter of your first and middle names, the first three letters of your last name, and the month that you were born.

FIRST Initial: ____	MIDDLE Initial: ____	LAST Initials: ____ _	Month Born:	1	2	3	4	5	6
				7	8	9	10	11	12

1. What is your age?

- ☐ 18 years or younger
- ☐ 19 – 30 years
- ☐ 31 – 40 years
- ☐ 41 – 50 years
- ☐ 51 – 60 years
- ☐ 61 years or older

2. What is your gender?

- ☐ Female
- ☐ Male

3. Have you served in the U.S. Military?

- ☐ Yes
- ☐ No

4. Do you consider yourself to be Hispanic or Latino?

- ☐ Yes
- ☐ No

5. What best describes your racial background?
(choose only ONE response)

- ☐ African American / Black
- ☐ Asian
- ☐ Native American / Alaska Native
- ☐ Mixed Race
- ☐ Caucasian / White
- ☐ Other (describe): _____

6. Are you - (choose only ONE response)

- ☐ A single person (including divorced or separated)
- ☐ A single parent with children under 18
- ☐ Part of a couple WITHOUT children under 18
- ☐ Part of a couple WITH children under 18

7. In the past 6 months, have you been discharged from any of the following places WITHOUT a place to live?
(select all that apply)

- ☐ Hospital / Health Care Facility
- ☐ Mental Health Care Facility
- ☐ Jail / House of Corrections
- ☐ Prison
- ☐ Foster Care / Group Home

Interviewer Initials: _____

Interview Site: _____

7. What city did you live in at this time last year?

- ☐ City of Milwaukee
- ☐ Suburb of Milwaukee
- ☐ Other city/place in Wisconsin
- ☐ Other city/place in another state
- ☐ Outside of the U.S.

8. What best describes your education?

- ☐ Less than High School
- ☐ High School Diploma
- ☐ GED
- ☐ Some College / Technical / Trade School
- ☐ Associate's Degree
- ☐ Apprenticeship Program
- ☐ Bachelor's Degree or higher

9. What best describes your employment status?

- ☐ Employed, PART TIME (*less than 40 hours/week*)
- ☐ Employed, FULL TIME
- ☐ Employed, MORE THAN FULL TIME
- ☐ Unemployed / Not employed

IF EMPLOYED, PLEASE SKIP TO QUESTION 12

10. IF UNEMPLOYED: Are you willing and able to work? (physically and emotionally)

- ☐ Yes
- ☐ No

IF NO, PLEASE SKIP TO QUESTION 12

11. IF UNEMPLOYED: How long have you been unemployed / without work?

- ☐ Less than 6 months
- ☐ More than 6 months but less than 1 year
- ☐ 1 to 3 years
- ☐ More than 3 years

12. Where did you spend last night?

- ☐ On the street, under a bridge, or camping out
- ☐ In a non-residential building (*i.e., bus station*)
- ☐ In a car or other vehicle
- ☐ Traveling on a bus
- ☐ Hotel/motel paid for by YOURSELF
- ☐ Hotel/motel paid for by SOMEONE ELSE
- ☐ Temporarily with FAMILY
- ☐ Temporarily with FRIENDS
- ☐ Psychiatric care facility / hospital
- ☐ Medical facility / hospital
- ☐ Substance abuse treatment program
- ☐ Jail
- ☐ Prison
- ☐ Halfway house
- ☐ Juvenile Detention
- ☐ Foster care / group home
- ☐ Not sure / Don't know
- ☐ Somewhere else (describe): _____

13. How many children under 18 spent the night with you last night who also do not have a permanent place to live?

- ☐ NONE (0)
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ More than 6

Interviewer Initials: _____

Interview Site: _____

14. Why did you become homeless this time? (choose ALL that apply)

- ☐ Never, I am NOT homeless
- ☐ Lost Job / Cannot Find Work
- ☐ Wages Too Low
- ☐ Family Break-up
- ☐ Abuse / Violence
- ☐ Asked to Leave
- ☐ Runaway / Thrown out
- ☐ Foster Care / Group Home Discharge
- ☐ Medical Problems
- ☐ Jail / Prison Discharge
- ☐ Eviction
- ☐ Foreclosure
- ☐ High Housing Costs
- ☐ High Utility Costs
- ☐ Substance Abuse Problems
- ☐ Lost Benefits
- ☐ Mental Illness
- ☐ Other (describe): _____
- ☐ Not sure / Don't know

15. How long have you been without a permanent place to live this time? (choose only ONE response)

- ☐ Never, I am NOT homeless
- ☐ Less than 1 month
- ☐ 1 to 3 months
- ☐ 4 to 6 months
- ☐ Longer than 6 months but less than one year
- ☐ One to three years
- ☐ More than three years
- ☐ Not Sure / Don't Know

16. Including now, how many times have you been without permanent housing in the last three years? (choose only ONE response)

- ☐ Never, I am NOT homeless
- ☐ Once (1)
- ☐ Twice (2)
- ☐ Three (3)
- ☐ Four (4)
- ☐ More than four times

17. Do you think or have you been told that YOU have any of the following? (choose ALL that apply)

- ☐ Mental Illness
- ☐ Medical Condition or Physical Disability
- ☐ Alcohol Abuse Issues
- ☐ Drug Abuse Issues
- ☐ Developmental Disability / Learning Difficulties
- ☐ HIV / AIDS
- ☐ Domestic Violence / Abuse
- ☐ Other (describe): _____
- ☐ NO ISSUES IDENTIFIED

18. Do you think or have you been told that YOUR CHILDREN WITH YOU NOW have any of the following? (choose ALL that apply)

- ☐ Does Not Apply – NO CHILDREN
- ☐ Mental Illness
- ☐ Medical Condition or Physical Disability
- ☐ Alcohol Abuse Issues
- ☐ Drug Abuse Issues
- ☐ Developmental Disability / Learning Difficulties
- ☐ HIV / AIDS
- ☐ Domestic Violence / Abuse
- ☐ Other (describe): _____
- ☐ NO ISSUES IDENTIFIED

Interviewer Initials: _____

Interview Site: _____

19. Are YOU OR ANY OF YOUR CHILDREN WITH YOU NOW receiving ANY of the following government benefits? (choose ALL that apply)

- ☐ Social Security
- ☐ SSI / SSDI *
- ☐ Medicaid / Medicare
- ☐ GAMP / BadgerCare Plus
- ☐ Badger Care
- ☐ TANF / W2
- ☐ Food Stamps
- ☐ Veteran Benefits / Pension
- ☐ Veteran Health Care
- ☐ Unemployment Benefits
- ☐ Other (describe): _____
- ☐ NONE OF THE ABOVE
- ☐ Not sure / Don't know

20. Have YOU OR ANY OF YOUR CHILDREN WITH YOU NOW APPLIED for ANY of the following government benefits? (choose ALL that apply – approximate date)

- ☐ Social Security (date): _____
- ☐ SSI / SSDI (date): _____
- ☐ Medicaid / Medicare (date): _____
- ☐ GAMP / BadgerCare Plus (date): _____
- ☐ Badger Care (date): _____
- ☐ TANF / W2 (date): _____
- ☐ Food Stamps (date): _____
- ☐ Veteran Benefits / Pension (date): _____
- ☐ Veteran Health Care (date): _____
- ☐ Unemployment Benefits (date): _____
- ☐ Other (describe): _____
- ☐ NONE OF THE ABOVE
- ☐ Not sure / Don't know

21. In the past month, what services did YOU OR ANYONE IN YOUR FAMILY WITH YOU NOW NEED but could NOT GET? (choose ALL that apply)

- ☐ Help finding work / Employment assistance
- ☐ Help finding permanent housing
- ☐ Emergency shelter
- ☐ Food
- ☐ Rent / Utility assistance
- ☐ Transportation / Bus passes
- ☐ Medical care
- ☐ Dental care
- ☐ Mental health care / treatment
- ☐ Substance abuse (AODA) treatment
- ☐ Help getting a WI ID or Driver's license
- ☐ Help getting government benefits
- ☐ Child care
- ☐ Other (describe): _____
- ☐ NO SERVICE GAPS IDENTIFIED

22. What do you think is the ONE THING that could end homelessness in Milwaukee?



2009

HOMELESSNESS IN MILWAUKEE

**Results of the January 28, 2009,
Point in Time Survey of Milwaukee's Homeless Citizens**

For more information about the Point in Time Survey,
contact Janice Wilberg, Ph.D., Wilberg Community Planning
at (414) 962-3726 or jwilberg@wi.rr.com.

For more information about the Milwaukee Continuum of Care,
contact Jessica Shriver, Continuum of Care Coordinator
at (414) 449-4767 or jessicas@communityadvocates.net.

NOTICES SENT TO FOR FILE : 090880

[illegible]



Legislation Details (With Text)

File #: 090823 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 10/13/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance relating to local business enterprise contracting standards.

Sponsors: ALD. HAMILTON

Indexes: EMERGING BUSINESS ENTERPRISES

Attachments: Cover Letter, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
10/21/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		
11/18/2009	1	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	HEARING NOTICES SENT		

Number

090823

Version

SUBSTITUTE 1

Reference

080218

Sponsor

ALD. HAMILTON

Title

A substitute ordinance relating to local business enterprise contracting standards.

Sections

365-3-2 rc

Analysis

This ordinance changes the definition of a local business enterprise to include all of the following:

1. A business that owns or leases real property within the geographical boundaries of the city of Milwaukee.
2. A business that has been doing business within the geographical boundaries of the city of Milwaukee for at least one year.
3. Is not delinquent in the payment of any local taxes, charges or fees, or has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
4. Will perform at least 10% of the monetary value of the work required under the contract.

Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 365-3-2 of the code is repealed and recreated to read:

365-3. Definitions.

2. LOCAL BUSINESS ENTERPRISE means a business which satisfies all of the following criteria:

- a. Owns or leases real property within the geographical boundaries of the city of Milwaukee. Post office box numbers shall not suffice to establish compliance with this paragraph. A residential address may suffice to establish compliance with this paragraph, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the city of Milwaukee. Leased property shall not suffice to establish compliance with this paragraph unless at least half of the acreage of all of the real property owned or leased by the business is located within the geographical boundaries of the city of Milwaukee.
- b. Has owned or leased real property and has been doing business within the geographical boundaries of the city of Milwaukee for at least one year.
- c. Is not delinquent in the payment of any local taxes, charges, or fees, or has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- d. Will perform at least 10% of the monetary value of the work required under the contract.

LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

Requestor

Drafter

MET

10/21/09

LRB09430-2



Department of Administration
Business Operations Division

Tom Barrett
Mayor

Sharon Robinson
Director of Administration

Rhonda U. Kelsey
City Purchasing Director

October 12, 2009

Honorable Members of the Common Council
Common Council
City Hall Room 205
200 East Wells Street
Milwaukee, Wisconsin 53202

Dear Honorable Members:

I am seeking your approval to introduce a file by "Title Only" in regard to amending Chapter 365 – Local Business Enterprise Contracting Program a section of Common Council File Number 080218 – a substitute ordinance relating to participation of city residents in public works contracts, requirements for developers receiving direct financial assistance from the city and local business enterprise contracting standards.

Thank you in advance for your consideration.

Sincerely,

Rhonda U. Kelsey
City Purchasing Director

Ref: rkelse/BOD/CCfiles/Title Only MORE-LBE Amendment Oct. 09.doc

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 10/22/09

FILE NUMBER: 090823

☐ Substitute ☒

SUBJECT: A substitute ordinance relating to local business enterprise contracting standards.

B) SUBMITTED BY (Name/title/dept./ext.): Rhonda U. Kelsey, City Purchasing Director, DOA-Business Operations Division

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

NOTICES SENT TO FOR FILE : 090823

[illegible]



Legislation Details (With Text)

File #: 090558 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2009 **In control:** COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution creating Business Improvement District No. 45, Silver Lane, and approving its First Year Operating Plan, in the 5th Aldermanic District.

Sponsors: ALD. BOHL

Indexes: BUSINESS IMPROVEMENT DISTRICT 45

Attachments: City Plan Commission Letter.pdf, Notice Published for CPC on 9-4-09 and 9-11-09, Map of Proposed BID, Notice Published on 10-12-09 and 10-19-09, Petitions in Opposition Filed with City Planning Commission, Memo to CPC regarding Protest Petition.pdf, Fiscal Note

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/4/2009	0	CITY CLERK	PUBLISHED		
9/11/2009	0	COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE	REFERRED TO		

Number

090558

Version

ORIGINAL

Reference

Sponsor

ALD. BOHL

Title

Resolution creating Business Improvement District No. 45, Silver Lane, and approving its First Year Operating Plan, in the 5th Aldermanic District.

Drafter

DCD:RFM:rfm

09/01/09/E

September 22, 2009

To the Honorable Common Council
Community Economic Development Committee
City of Milwaukee

Dear Committee Members:

On September 21, 2009 the City Plan Commission held a public hearing regarding a petition to the City of Milwaukee to create the Business Improvement District Number Forty-Five (Silver Lane, Common Council file number 090558) and approve its first year operating plan. The district would generally include the Silver Spring corridor from North 99th Street to North 124th Street, and Lover's Lane from 5100 North extending to the railroad tracks, in the 5th Aldermanic District.

Section 66.1109 of the State statutes allows businesses within such a district to develop, manage and promote the district, and to establish an assessment method to fund these activities.

Business Improvement District No. 45 will be used to create a welcoming commercial presence in the Silver Spring Drive and Lover's Lane corridor of the City of Milwaukee. The BID's objectives would include enhancing security and safety, and the overall image of this location, and filling vacant storefronts and maintaining a variety of business users in the area.

Based on this information, the commission felt that the establishment of the business improvement district would be a positive step for the general area and therefore recommended approval of the establishment of BID No. 45.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: R. Manuel

File

PROOF OF PUBLICATION

STATE OF WISCONSIN
MILWAUKEE COUNTY

} ss

ANN E. RICHMOND, being the first duly sworn on oath,
says that she is the publisher as of January 1, 2004, of THE DAILY
REPORTER - that the notice of which the printed one attached is
a true copy, which copy was clipped from said newspaper, was
inserted and published in said newspaper on

09/04/2009 09/11/2009

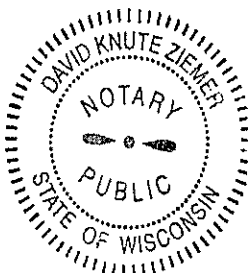
Ann E. Richmond

Subscribed and sworn to before me

September 11, 2009

[Signature]

Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent



C. NO. 19
FILE NUMBER 090558


OFFICIAL NOTICE
Published by Authority of the
the Common Council of the
City of Milwaukee
Office of the City Clerk
Milwaukee

Pursuant to law the City Plan Commission will hold a public hearing on Monday, September 21, 2009 at 2:20 p.m. in the First Floor Boardroom, 809 North Broadway, Milwaukee, Wisconsin, at which time persons interested in the following legislation will be given an opportunity to be heard.




Legislation will be considered relating to the establishment of a Business Improvement District Forty Five (BID #45) and approving its first year operating plan for the area generally including for the area bounded by West Silver Spring Drive from 99th to 124th Street and 5110 to 5700 on North Lovers Lane Road. The original of the legislation is on file in the office of the Department of City Development located on the 2nd floor, 809 North Broadway, Milwaukee, Wisconsin, where said proposed legislation may be viewed on any weekday between 9:00 a.m. and 4:45 p.m.

RONALD D. LEONHARDT,
City Clerk



Proposed Silver Lane Business Improvement District (BID) Land Use

 Potential BID Boundary

Residential

 Single Family
 Duplex
 Multi-Family

Commercial

 Commercial
 Mixed Commercial and Residential



Manufacturing, Construction, and Warehousing



Transportation, Communications, and Utilities

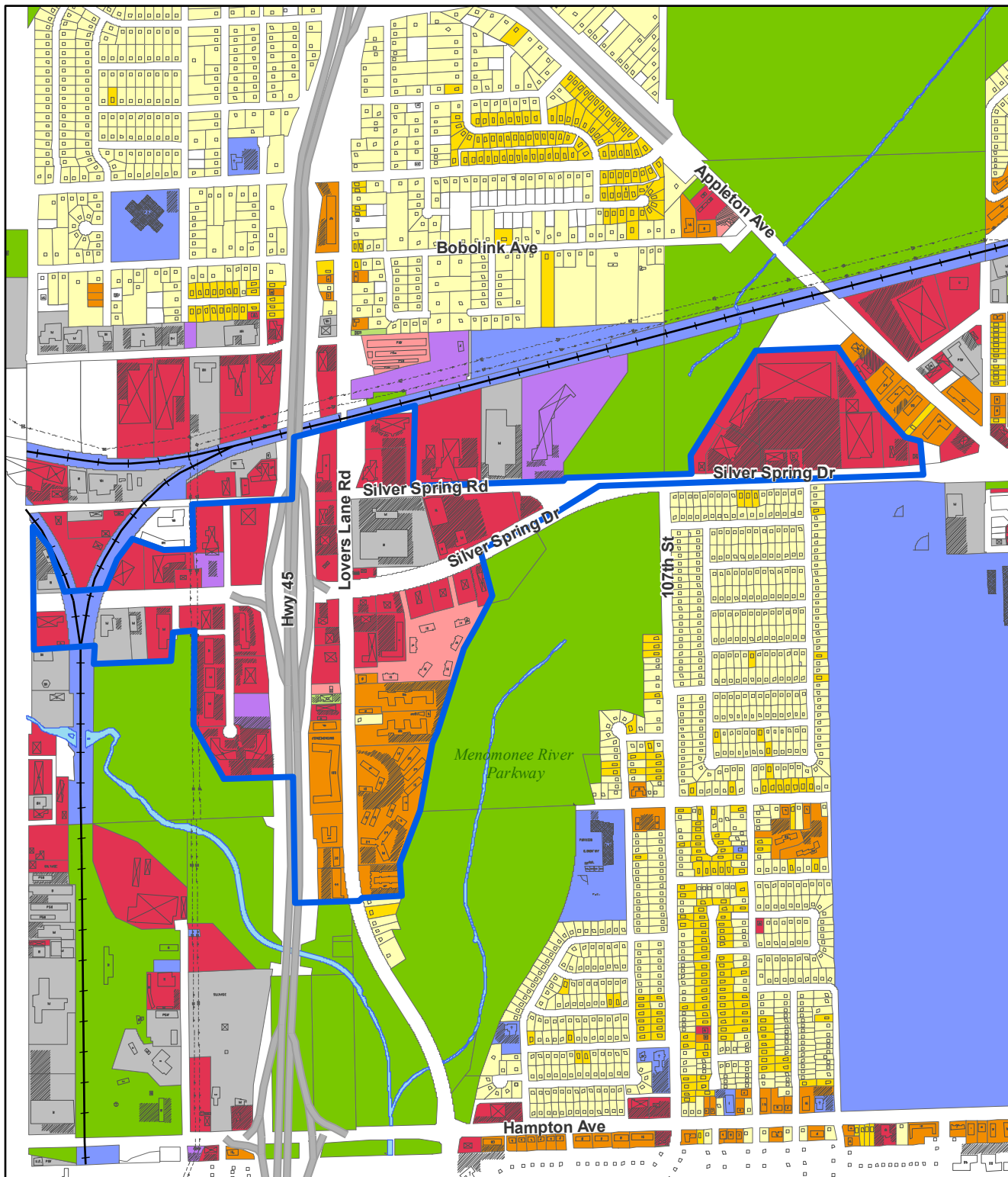


Public and Quasi-Public

 Public Parks and Quasi-Public Open space
 Public Schools and Buildings, Churches, Cemeteries, and Quasi-Public Buildings

Vacant Land or Recent Taxkey Change





Produced by:
Department of City Development Information Center, RTW

Project File:
W:\Map Requests 2008\proposed silver lane bid
silver lane bid.mdx

Map File:
W:\Map Requests 2008\proposed silver lane bid
silver lane bid.pdf

Generated: 26-February-2009, Scale = 1:14,500



0 750 1,500 3,000 Feet

PROOF OF PUBLICATION

STATE OF WISCONSIN
MILWAUKEE COUNTY

} ss

ANN E. RICHMOND, being the first duly sworn on oath, says that she is the publisher as of January 1, 2004, of THE DAILY REPORTER - that the notice of which the printed one attached is a true copy, which copy was clipped from said newspaper, was inserted and published in said newspaper on

10/12/2009 10/19/2009

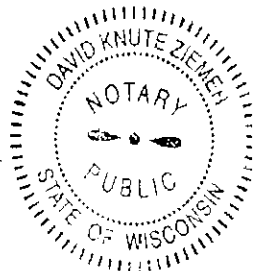
Ann E. Richmond

Subscribed and sworn to before me

October 19, 2009

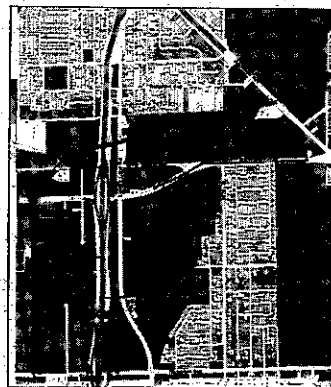
[Signature]

Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent



**C. No. 29
OFFICIAL NOTICE
PUBLISHED BY AUTHORITY
OF THE COMMON COUNCIL
OF THE CITY OF MILWAUKEE
OFFICE OF THE CITY CLERK
NOTICE OF PUBLIC HEARING
090558**

Pursuant to law the City Plan Commission will hold a public hearing on Tuesday, October 27, 2009 at 1:30 p.m. in the First Floor Boardroom, 809 North Broadway, Milwaukee, Wisconsin, at which time persons interested in the following legislation will be given an opportunity to be heard:



Legislation will be considered relating to the establishment of a Business Improvement District Forty Five (BID #45) and approving its first year operating plan for the area generally including for the area bounded by West Silver Spring Drive from 99th to 124th Street and 5100 to 5700 on North Lovers Lane Road. The original of the legislation is on file in the office of the Department of City Development located on the 2nd floor, 809 North Broadway, Milwaukee, Wisconsin, where said proposed legislation may be examined on any weekday between 8:45 a.m. and 4:45 p.m.

RONALD D. LEONHARDT
City Clerk

10747450/10-12-19



DEVELOPMENT CORPORATION

City Plan Commission of Milwaukee
 809 North Broadway
 Milwaukee, WI 53202
 Attn: Rocky Marcoux, Executive Secretary

Pursuant to Wis. Stats. Sec. 66.1109(2)(d) this is a petition being filed with the City Plan Commission of Milwaukee (the planning commission) protesting the proposed business improvement district known as Business Improvement District No. 45 Silver Lane, which is being filed by the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the initial operating plan.

The respective properties, property owners and valuations are as follows:

1820381000	5400 N.118 th Ct.	Milwaukee Pain Treatment	\$1,636,000
1829973120	5444 N.124 th St.	Milwaukee Properties Limited	603,000
1829973110	5500 N. 124 th St.	Kenneth Frantz Rev Trust	841,300
2179995110	5100 N. Lovers Lane Rd.	DRE Lovers Lane LLC	1,819,000
2180012100	5101 N. Lovers Lane Rd.	Hofman Properties 2 LLC	1,896,000
2180011000	5137 N. Lovers Lane Rd.	Hofman Properties 5137 LLC	1,097,500
1839956112	5166 N. Lovers Lane Rd.	Metropolitan Associates	11,850,000
1830211000	5276 N. Lovers Lane Rd.	Lovers Lane LLC	3,228,000
1829983210	5315 N. Lovers Lane Rd.	BMG Investments LLC	320,200
1839960121	5316 N. Lovers Lane Rd.	Edward Hofman	434,100
1830212000	5330 N. Lovers Lane Rd.	Lovers Lane LLC	3,183,000
1829981110	5345 N. Lovers Lane Rd.	Rex C Bach	286,000
1829988100	5349 N. Lovers Lane Rd.	William B. Hussel	137,000
1839961100	5350 N. Lovers Lane Rd.	Hofman Properties 5350 LLC	457,500
1830272000	5356 N. Lovers Lane Rd.	Ana Sepic	5,714,000
1829986111	5401 N. Lovers Lane Rd.	AA Westhpal Prop LLC	1,700,000
1839974110	5500 N. Lovers Lane Rd.	Pepsi Cola General Bottlers	2,909,000
1790081000	10202 W. Silver Spring Dr.	Ivyridge of Wisconsin, Inc.	1,120,000
1790111000	10316 W. Silver Spring Dr.	Ivyridge of Wisconsin, Inc.	5,572,000
1790071000	10426 W. Silver Spring Dr.	Ivyridge of Wisconsin, Inc.	1,995,000
1839981112	11144 W. Silver Spring Dr.	STI Florists LLC	2,217,000
1829997110	11715 W. Silver Spring Rd.	Becker Properties Inc.	1,146,800
1829999212	11801 W. Silver Spring Rd.	Becker Properties Inc.	115,600
1829996112	11811 W. Silver Spring Rd.	Becker Properties Inc.	998,000
1820231100	11911 W. Silver Spring Rd.	KBT Birchwood Silver Spring	1,756,000
1820342000	11912 W. Silver Spring Dr.	Megal Development Corporation	1,371,000

GENERAL CONTRACTORS – LAND DEVELOPERS • COMMERCIAL & INDUSTRIAL – SALE OR LEASE

12650 West Lisbon Road, Brookfield, Wisconsin 53005-1891 • P.O. Box 18661, Milwaukee, Wisconsin 53218-0661

Website: www.megal.com • Phone (262) 781-8970 • Fax (262) 781-9775 • E-Mail Address: info@megal.com


STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

The attached petition contains an error in the referenced street name of the address of the City Plan Commission of Milwaukee. The street name intended for the recipient in this filing is Broadway not 9th Street.



Michael C. Chmurski

Subscribed and sworn to before me this 16th day of October, 2009.



Notary Public
My commission expires 6-19-2011

MILWAUKEE

PAIN TREATMENT CENTER

Taking aim at your pain for a better life.

David I. Stein, MD

*Board-Certified: American Board of
Anesthesiology, American Board of Pain
Medicine*

*Internship & Residency:
Anesthesiology, Cleveland Clinic*

MD: University of Wisconsin-Madison

*Member: American Academy of
Pain Medicine, American Society of
Anesthesiology, American Society of
Interventional Pain Physicians
(Vice President-Wisconsin Chapter)
Midwest Pain Society*

Licensed: State of Wisconsin

*Taking aim at many
pain conditions:*

- Low back pain
- Thoracic back pain
- Neck pain
- Spinal/disc problems
- Chest wall pain
- Complex regional pain syndrome
- Arthritis pain
- Abdominal Pain
- Myofascial Pain
- Pelvic Pain
- Peripheral neuropathy
- Headaches
- Sports injuries
- Work injuries

*Taking aim with
effective solutions:*

- Medical management
- Physical therapy
- Physical therapy modalities
- Epidural steroid injections
- Epidural lysis of adhesions
- Selective nerve root injections
- Discography-cervical, thoracic, lumbar
- Facet & medial branch blocks
- Sympathetic & peripheral nerve blocks
- Joint injections-hip, knee, shoulder
- Cervical & lumbar radiofrequency
lesioning
- Cervical & lumbar nucleoplasty
- Lumbar mechanical decompression-
Nucleotome®
- Lumbar Dekompressor &
laser disc decompression
- Spinal Cord Stimulation
- Intrathecal pumps

5400 North 118th Court
Milwaukee, WI 53225
Fax: 414-257-4688
www.milwaukeekeepain.com


September 28, 2009
City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
%Rocky Marcoux, Exec Secretary

Milwaukee Pain Treatment Center
5400 N. 118th Court
Milwaukee, WI 53225
Tax Key #182-0381-000-4

Gentlepersons:

Please consider this communication the filing of
A petition protesting the proposed Silver Lane
Business Improvement District (BID 45) by the
Owner of the captioned parcel of property
Located within the boundaries of the proposed
Business improvement district.

Sincerely,


David Stein, MD
Owner, Milwaukee Pain

414-257-4673

MILWAUKEE PROPERTIES, L.P.
P. O. Box 1229
Camp Hill, Pennsylvania 17011-1229

October 7, 2009

City Plan Commission of Milwaukee
Attn: Rocky Marcoux, Executive Secretary
809 North 9th Street
Milwaukee, WI

Re: Address: 5444 N. 124th Street (12311 W. Silver Spring Dr.)
Milwaukee, Wisconsin
Tax Key # 182-9973-120-7

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

MILWAUKEE PROPERTIES, L.P.

By American Realty & Mortgage Co.,
General Partner

By: Connie W. Jack
Connie Williams Jack



F R A N T Z

FRANTZ COMPANY, INC.

**MAILING ADDRESS: P.O. BOX 344 BUTLER, WI 53007-0344
12314 WEST SILVER SPRING DRIVE MILWAUKEE, WI 53225
1-800-262-8700 WI (414) 462-8700 FAX (414) 462-6655**

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

September 29, 2009

Re: Address 5500 N 124 St.
Milwaukee, WI
Tax Key #182-9973-110

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Kenneth B Frantz Revocable Trust

By:

Name: Steven Frantz
Title: President

DECKER PROPERTIES, INC.

15850 W. Bluemound Road
Suite 60
Brookfield, WI 53005
(262) 785-0840
Fax (262) 785-0799

September 28, 2009

City Plan Commission of Milwaukee
Attn: Rocky Marcoux, Executive Secretary
809 North 9th Street
Milwaukee, WI 53233

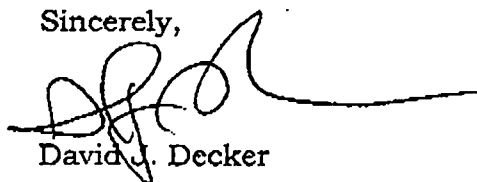
Re: Address: 5100-5114 N. Lovers Lane Road, Milwaukee, Wisconsin

Ladies and Gentlemen:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Earlier, we had returned a postcard in favor of BID 45. I would like to see the median in front of 5100-5114 N. Lovers Lane Road planted and mowed as it had been in past years. That's why we were initially in favor of BID 45. However, without assurance that this step would be taken and with concerns how efficiently the funds would be spent, I have to withdraw support of BID 45

Sincerely,



David J. Decker

DRE Lovers Lane Road LLC

Date: 10-5-09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

TAX KEY #

Re: Address: 5350 N. LOVERS LN. RD 183-9961-100
5101 N. LOVER LN. RD 218-0012-100
5137 N. LOVERS LN. RD 218-0011-000
5316 N. LOVERS LN. RD 183-9960-121
Milwaukee, Wisconsin
Tax Key # _____

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,
Edward Hofman
(Property Owner's Name)

By: _____
Name _____ Title _____



METROPOLITAN ASSOCIATES

September 29, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI 53233
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5166 N. Lovers Lane
Milwaukee, Wisconsin
Tax Key # 1839956112

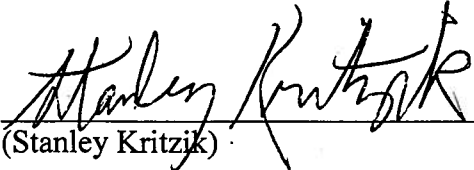
Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

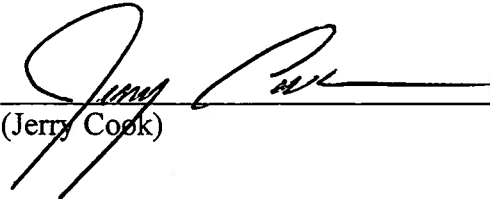
METROPOLITAN ASSOCIATES

By:


(Stanley Kritzik)

Title: Managing Partner

By:


(Jerry Cook)

Title: Senior Vice President

JC:jp

1123 North Astor Street Milwaukee, WI 53202 Phone: (414) 273-1515 Fax: (414) 276-9213

Date: 9/24/2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5276 Lovers Lane
Milwaukee, Wisconsin
Tax Key # 1830211000

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Lovers Lane, LLC D/B/A Mayfair Apt.
(Property Owner's Name)

By: 

Name Roger M. Czajka Title Member

Date: 9/24/09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5330 N. Lovers Lane
Milwaukee, Wisconsin
Tax Key # 1830212000

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Lovers Lane, LLC D/B/A Mayfair Apts.
(Property Owner's Name)

By:

Roger M. Cogan
Name Roger M. Cogan Title member

**BMG INVESTMENTS LLC
5315 N LOVERS LANE ROAD
MILWAUKEE WI 53225**

Date: 09/25/09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5315 N. Lovers Lane Rd.
Milwaukee, Wisconsin
Tax Key # 1824983210

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District

Very truly yours,

BMG Investments LLC

(Property Owner's Name)

By:

Michael P. Boyle

Name Michael P. Boyle Title V.P.



Norwood Animal Clinic, S.C.

5345 N. Lovers Lane Road
Milwaukee, Wisconsin 53225
(414) 463-9760

September 28, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI.
Attn: Rocky Marcoux, Executive Secretary

Re: 5345 North Lovers Lane
Milwaukee, WI. 53225
Tax Key# 182-9981-110-3

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Dr. Rex C. Bach
Owner

Date: 10/12/09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5349 N. Lovers Lane Rd
Milwaukee, Wisconsin
Tax Key # 102-9980-100-4

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

William Husse
(Property Owner's Name)

By: W. Husse
Name W. HUSSEL Title Pres.

Date: 10/01/09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5356 North Lovers Lane Rd
Milwaukee, Wisconsin
Tax Key # _____

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Ana Sestic
(Property Owner's Name)

By: Silver Trail Apartments LLC
Ana Sestic / owner
Name _____ Title _____

Date: 10-5-09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 5401 N. Linden Lane
Milwaukee, Wisconsin
Tax Key # ANDY'S - SUBWAY

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

A.A. WESTPHAL
(Property Owner's Name)

By: [Signature]
Name Gary Westphal Title owner



September 30, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI 53233
Attn: Rocky Marcoux, Executive Secretary

RE: 5500 North Lovers Lane Road
Milwaukee, WI 53225
Tax Key # 1839974110

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (Bid 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

PepsiAmericas, Inc.

A handwritten signature in dark ink, appearing to read 'Thomas J. McGrath, Jr.', written over the printed name.

Thomas J. McGrath, Jr.
Region Manager

5500 North Lovers Lane Road Milwaukee, WI 53225
Phone (414) 463-4500 Fax (414) 438-2337



COMMERCIAL REAL ESTATE SERVICES



Cathy Outemzabet
Senior Real Estate Manager

CB Richard Ellis, Inc.
Asset Services

800 Woodland Prime
Suite 150
Menomonee Falls, WI 53051

414 359 1900 Tel
414 359 1901 Fax

cathy.outemzabet@cbre.com

October 13, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI 53202
Attn: Rocky Marcoux, Executive Secretary

RE: 10223 West Appleton Avenue, Milwaukee, Wisconsin, Tax Key #179-0033-6
10202 West Silver Spring Drive, Milwaukee, Wisconsin, Tax Key #179-0081-8
10426-10448 West Silver Spring Drive, Milwaukee, Wisconsin, Tax Key #179-0071-3
10316-10350 West Silver Spring Drive, Milwaukee, Wisconsin, Tax Key #179-0111-X

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcels of property located within the boundaries of the proposed Business Improvement District.

Sincerely,

IVYRIDGE OF WISCONSIN, INC.

By: CB Richard Ellis, as agent

A handwritten signature in black ink, appearing to read "Cathy Outemzabet".

Cathy Outemzabet
Senior Real Estate Manager

CO/jm

Date: 10/02/09

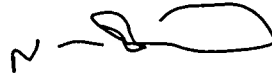
City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 11144 W Silver Spring Drive
Milwaukee, Wisconsin
Tax Key # 183-9981-112

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Nick Fiore', with a stylized flourish at the end.

Nick Fiore
Owner STI Florist LLC

Date: Oct 1st, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 11715 W. Silver Spring Rd.
Milwaukee, Wisconsin
Tax Key # 182-9997-110-0

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Becker Properties Inc.
(Property Owner's Name)

By: Michael K. Becker
Name _____ Title _____
Michael K. Becker Pres.

Date: Oct. 1st 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 11801 R.W. Silver Spring Rd.
Milwaukee, Wisconsin
Tax Key # 182-9999-212-4

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Becker Properties INC.
(Property Owner's Name)

By: Michael K. Becker
Name _____ Title _____
Michael K. Becker Pres.

Date: 10/1/2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 11811 W. Silver Spring Rd.
Milwaukee, Wisconsin
Tax Key # 182-9996-112-1

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Becker Properties Inc.
(Property Owner's Name)

By: Michael K. Becker
Name Title
Michael K. Becker Pres.

Date: 9-25-09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 11911 W. SILVER SPRING RD
Milwaukee, Wisconsin
Tax Key # 182-0231-100-4

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,



(Property Owner's Name)

By: 

Name TOM KASSANDER Title OWNER



MEGAL
DEVELOPMENT CORPORATION

September 28, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI 53202
Attn: Rocky Marcoux, Executive Secretary

Re: 11912-38 West Silver Spring Drive
Milwaukee, Wisconsin
Tax Key #1820342000

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

MEGAL DEVELOPMENT CORPORATION

Rhody J. Megal
President

RJM:ds

GENERAL CONTRACTORS – LAND DEVELOPERS • COMMERCIAL & INDUSTRIAL – SALE OR LEASE

12650 West Lisbon Road, Brookfield, Wisconsin 53005-1891 • P.O. Box 18661, Milwaukee, Wisconsin 53218-0661
Website: www.megal.com • Phone (262) 781-8970 • Fax (262) 781-9775 • E-Mail Address: info@megal.com

From:

10/07/2009 13:29

#227 P.003/003

10/05/2009

10:08

MEGAL DEVELOPMENT CORP → 14144254946

NO.218

003

Date: 10/16/09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 11927 W. Silver Spring Drive
Milwaukee, Wisconsin
Tax Key #182 0311 000

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

M & J's No 1 LLC, Hickory

By:


Michael Dilworth, Member

Date: 29 September, 2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 12000 Silver Spring Drive
Milwaukee, Wisconsin
Tax Key # 182-0341-6

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Alex M Simic

By:  Name Ronald P Thuro Title Regional Manager



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Date: 10-2-2009

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 12011 W. Silver Spring Dr
Milwaukee, Wisconsin
Tax Key # 182-0312-8

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Edward A. Perkins
(Property Owner's Name)

By: Edward A. Perkins
Name Edward A. Perkins Title President

Date: 10-5-09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 12101 W. Silver Spring Drive
Milwaukee, Wisconsin
Tax Key # 182-0261-1

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

BROOKS TRACTOR INC.

(Property Owner's Name)

12102 W. Silver Spring

By: 

Name Mayla Brooks Title VP

TRACK TRUCK & EQUIP. CO., INC.
12101 W Silver Spring Rd
Milwaukee, WI 53225-2926

Date: 10-2-09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 12101 W. Silver Spring Road
Milwaukee, Wisconsin
Tax Key # 182-0281-0

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,
Track, Truck & Equipment Co., Inc.
Forrest H. Hansen
(Property Owner's Name)

By: Forrest H Hansen
Name FORREST H. HANSEN Title PRES

Date: 10-4-09

City Plan Commission of Milwaukee
809 North 9th Street
Milwaukee, WI
Attn: Rocky Marcoux, Executive Secretary

Re: Address: 12305 W Silver Spring Rd
Milwaukee, Wisconsin
Tax Key # 1820483110

Gentlepersons:

Please consider this communication the filing of a petition protesting the proposed Silver Lane Business Improvement District (BID 45) by the owner of the captioned parcel of property located within the boundaries of the proposed Business Improvement District.

Very truly yours,

Shorel Property L.L.C.
(Property Owner's Name)

By: W. G. Leimer C. W. F. R.
Name _____ Title _____




Department of City Development

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

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

To: Honorable Members, City Plan Commission
From: Rhonda Manuel, Neighborhood Business Development Manager 
CC: Michael Chmurski, Megal Development Corporation; Vanessa Koster, DCD-Planning; Al Franitza, DCD-Planning; Rocky Marcoux-DCD-Commissioner; Kevin Sullivan, Assistant City Attorney; James Bohl; 2nd Aldermanic District
Re: Proposed BID No 45 (Silver Lane)

On September 21, 2009,, the City Plan Commission conducted a public hearing on the proposed Business Improvement District No. 45 Silver Lane as required by section 66.1109(2)(C), Wisconsin Statutes. On September 16, 2009 petitions in opposition to the proposed Business Improvement District No. 45. (Silver Lane) were delivered to the Department of City Development.

Section 66.1109 (2) (d), Wisconsin Statutes provides that owners representing property either “having valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the initial operating plan” or “ having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan” file within 30 days after the public hearing, a petition protesting the creation of a business improvement district, then the Common Council is barred from creating the district.

In accordance with the statute, DCD staff cross-referenced the petitions with city records to confirm ownership, property location and signature authority. Subsequent to establishing the validity of the petitions, assessed values of property and proposed BID special assessments were tallied to determine if there was sufficient opposition to terminate the creation of the Silver Lane (BID No. 45). The results are as follows:

- Total number of commercial properties in proposed BID No, 45 70
- Total number of petitions submitted in opposition of proposed BID No. 45 32
- Total Number of certified petitions 28
- Total assessed value of the commercial properties within BID No. 45 \$ 101,718,400
- Total assessed value of the commercial properties within BID No. 45 in opposition \$ 49,975,400

- **Percentage of the assessed value opposed to BID No. 45** **49.13 %**
- Total BID special assessments for the commercial properties within BID No. 45 **\$ 87,090**
- BID special assessments for the commercial properties within BID No. 45 in opposition of the BID. **\$ 39,196**
- **Percentage of the special assessments opposed to No. BID 45** **45.01%**

Based on these findings the petition to terminate the creation of the proposed Business Improvement District No. 45 (Silver Lane) has met the 40% threshold as required by the BID Statute 66.1109 section (2) (d). The file will not be referred to the Common Council for further consideration and approval.

The original petitions will be on file with the Department of City Development and are subject to the City of Milwaukee Open Record policy.

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 09/01/09

FILE NUMBER:

Original Fiscal Note ☒ ☐

SUBJECT: Resolution creating Business Improvement District No. 45, Silver Lane, and approving its First Year Operating Plan, in the 5th Aldermanic District.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☒ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES: FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT (DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☒ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Business Improvement District No. 45			\$87,090	
TOTALS				\$87,090	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐