

48.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2006-0223 Resolution In Committee

Resolution approving a sole source professional services contract for the preparation of necessary documentation and application for the creation of a Regional Certified Development Entity in the amount of Seventy Thousand Dollars (\$70,000) for the purposes of receiving a direct allocation of New Market Tax Credits

Introduced: 9/5/2006

Controlling Body: Safety & Development Committee

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
				<u>9/5/06</u>	<input checked="" type="checkbox"/>		Barczak
			Czaplewski				
			Dobrowski				
			Kopplin				
			Lajsic	<input checked="" type="checkbox"/>			
			Narlock				
		<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
			Sengstock				
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
TOTAL				<u>5</u>	<u>0</u>		

SIGNATURE OF COMMITTEE MEMBER

[Signature] _____
 Chair Vice-Chair Member

COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
				<u>SEP - 5 2006</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Barczak
			Czaplewski	<input checked="" type="checkbox"/>			
			Dobrowski	<input checked="" type="checkbox"/>			
			Kopplin	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		Lajsic	<input checked="" type="checkbox"/>			
			Narlock	<input checked="" type="checkbox"/>			
			Reinke	<input checked="" type="checkbox"/>			
			Sengstock	<input checked="" type="checkbox"/>			
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
TOTAL				<u>10</u>	<u>-</u>		



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2006-0223

Final Action:

SEP - 5 2006

Resolution approving a sole source professional services contract for the preparation of necessary documentation and application for the creation of a Regional Certified Development Entity for the purposes of receiving a direct allocation of New Market Tax Credits

WHEREAS, the City of West Allis (the "City") has an opportunity to receive several million dollar New Market Tax Credits (NMTC) directly from the United States Department of the Treasury and, ultimately, hundreds of thousands of dollars in resulting fees, both of which could be utilized in whole or in part for the redevelopment of the City of West Allis; and,

WHEREAS, the City has a substantial track record in NMTC as well as performance in servicing distressed areas and in creating substantial economic impact for these areas of the community; and,

WHEREAS, the regional Certified Development Entity (CDE), created by West Allis and serving West Allis as well as southeast Wisconsin, extends the regional economic health and improves the long-term viability and growth of West Allis; and,

WHEREAS, the City needs to have additional financial consultation relative to New Market Tax Credits (NMTC) with Virchow Krause Capital, LLC in the amount of Seventy Thousand Dollars (\$70,000); and,

WHEREAS, the City has received a proposal for review of the proposed project for compliance and feasibility of using NMTCs, based upon the knowledge base, the scarcity of competent professionals in the field of NMTC's, and the work previously completed by Virchow Krause Capital, LLC; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") approved a contract under Resolution No. 617 on June 13, 2006; and,

WHEREAS, a Sole Source Contract by and between the Community Development Authority of the City of West Allis and Virchow Krause Capital, LLC is in the best interest of the Authority in order to utilize the services of a firm with a proven ability in the required activities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Scope of Services for the project area, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

2. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Sole Source Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

3. That the Executive Director of the Community Development Authority of the City of West Allis is hereby authorized and directed to execute and deliver the aforesaid contract on behalf of the City, subject to the approval of the City Attorney.

4. That the sum of Seventy Thousand and no/100 Dollars (\$70,000) be and is hereby appropriated from Tax Incremental District No. Seven (Summit Place Business Park) and/or another source as determined by the Common Council to pay the liability that will accrue to the Authority under the Contract.

cc: Development Department

DEV-R-435\9-5-06\dlm

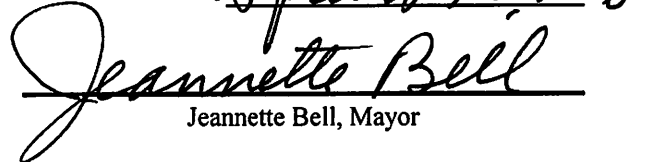
SEP - 5 2006

ADOPTED



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

September 8, 2006


Jeannette Bell, Mayor

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, Wisconsin (the "Authority") by the DEPARTMENT OF DEVELOPMENT OF THE CITY OF WEST ALLIS, Wisconsin, a municipal corporation (the "Department") and Virchow Krause Capital, LLC (the "Consultant").

WITNESSETH:

WHEREAS, the Department has need of qualified persons to furnish professional environmental assessment services for financial consultation relative to New Market Tax Credits (NMTC) (the "Project"); and,

WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the Authority has authorized the Department to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the Department under this Agreement.

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Consultant have executed this Agreement together with the attachments, which are made a part hereof.

CONSULTANT

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS, WISCONSIN
DEPARTMENT OF DEVELOPMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENTS:
GENERAL CONDITIONS OF AGREEMENT
SCOPE OF SERVICES
CONSULTANT'S HOURLY RATES
INSURANCE REQUIREMENTS
FEDERAL REQUIREMENTS
WORK ORDER

Approved as to form this ____ day
of _____, 2006

City Attorney

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
GENERAL CONDITIONS OF AGREEMENT FOR
PROFESSIONAL SERVICES

CONSULTANT: Virchow Krause Capital, LLC

PROJECT: Financial Consultation relative to New Market Tax Credits

1.01 BASIC SERVICES

A. Basic Services of CONSULTANT to be provided under this AGREEMENT are listed in the Scope of Services, attached hereto and made a part of this Agreement by reference.

B. Payment for Basic Services shall be made in accordance with Section 3 of this Agreement.

2.01 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

A. Those services listed in the Scope of Services but not identified in Section 1 of this AGREEMENT may be requested by the DEPARTMENT to complete the work, are considered additional services. The DEPARTMENT may request CONSULTANT at a future date to perform any or all of these services by a written authorization to proceed with the Additional Service(s). The written authorization to proceed shall become an Amendment to the Agreement.

B. Payment for the Additional Service(s) shall be in accordance with Section 3 of this AGREEMENT.

3.01 BASIC SERVICES

A. DEPARTMENT shall pay CONSULTANT for Basic Services rendered under Section 1 on the basis of CONSULTANT'S Hourly Rate, plus Reimbursable Expenses and Services of Professional Associates and other Consultants as defined in this Section 3.

B. CONSULTANT estimates that the total cost required to perform Basic Services as enumerated in Section 1 will not exceed Seventy Thousand and no/100 Dollars (\$70,000.00).

Given the assumptions which must be made, the DEPARTMENT recognizes that the CONSULTANT cannot guarantee the complete accuracy of its estimate of total cost, and, therefore waives any claim against CONSULTANT in this regard, except to the extent that any cost overrun can be attributable to fraudulent conduct, bad faith or inexcusable ignorance or incompetence.

3.02 ADDITIONAL SERVICES

DEPARTMENT shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

1. For Additional Services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of CONSULTANT'S Hourly Rate.
2. For services and Reimbursable Expenses of independent Professional Associates and Consultants employed by CONSULTANT to render Additional services pursuant to Section 2, the amount billed to CONSULTANT therefore.

3.03 REIMBURSABLE EXPENSES

A. As used in this Agreement Reimbursable Expenses mean the actual expense incurred by CONSULTANT or its independent Professional Associates or Consultants, directly or indirectly in connection with the Project, such as expenses for: toll telephone calls and express mailings, reproduction of reports, drawings, specifications, bidding documents, laboratory tests and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by the DEPARTMENT, overtime work requiring higher than regular rates.

B. The Reimbursable Expenses for Basic Services are as set forth in the Consultant's Hourly Rates attached hereto and made a part of this Agreement.

3.04 HOURLY RATES.

As used in this Agreement hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all CONSULTANT'S personnel engaged directly on the Project, including but not limited to other technical and business personnel as set forth in the Consultant's Hourly Rates.

3.05 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The DEPARTMENT shall make prompt payment on or before the twentieth of the month following the date of the CONSULTANT monthly statement.

4.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement upon receipt of a written Work Order or verbal authorization to proceed from the DEPARTMENT. Each Work Order or verbal authorization shall define by task(s) the scope of services to be performed. Verbal authorizations shall be followed up with written Work Orders.

B. Additional services shall be commenced at within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. The DEPARTMENT shall not be liable to CONSULTANT and/or any of its independent Professional Associates and Consultants and/or subcontractors for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the DEPARTMENT for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the DEPARTMENT.

4.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement within the time specified in the Scope of Services, or if none is specified, then within a reasonable time for the type of work involved.

B. Additional services shall be completed within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

5.01 APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin and venue for any action concerning this Agreement shall be in Milwaukee County, Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

6.01 APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the DEPARTMENT shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the DEPARTMENT formally assumes such responsibility through a letter from the DEPARTMENT expressly stating that the responsibility has been assumed.

7.01 DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering

information and hearing the dispute. Binding mediation or arbitration shall not be chosen as a dispute resolution method.

8.01 ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the DEPARTMENT.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the DEPARTMENT and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the DEPARTMENT and the CONSULTANT and not for the benefit of any of any other party.

9.01 CANCELLATION; TERMINATION

A. The DEPARTMENT reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to non-appropriation of funds or for failure of the CONSULTANT to comply with terms, conditions, or specifications of this AGREEMENT.

B. The DEPARTMENT may terminate this AGREEMENT for any reason at any time upon not less than 10 days' written notice to the CONSULTANT.

C. In the event of termination the DEPARTMENT shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the DEPARTMENT for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments, which had become firm prior to the cancellation or termination.

E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.

F. If any undisputed invoice shall not be paid within the payment terms of this AGREEMENT, CONSULTANT shall have the right, after giving seven (7) days written notice, to suspend all Services on the project until all accounts have been paid. If any overdue invoice shall not be paid within forty-five (45) calendar days after the date of the invoice, CONSULTANT shall have the right to terminate this AGREEMENT.

10.01 DISCLOSURE

If a city official (as defined under section 3.02(1) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.5 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8200).

11.01 ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.

12.01 FORCE MAJEURE

No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Agreement if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather conditions, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of enumerate causes or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Agreement.

13.01 INDEMNIFICATION; LIABILITY

A. The CONSULTANT agrees to defend, indemnify and hold harmless the DEPARTMENT and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by DEPARTMENT, to the extent such claims, suits, damages or losses are caused by negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors or employees. This agreement to indemnify, defend, and hold harmless shall not extend to any claims, suits, damages, or losses caused by the acts, omissions, or conduct of DEPARTMENT or any other person.

B. DEPARTMENT agrees to indemnify, defend and hold harmless CONSULTANT and its subcontractors, consultants, agents, directors, and employees from and against all claims, suits,

damages, and losses, including, but not limited to, those claims, suits, damages, or losses caused or arising out of, relating to, or based upon: 1) the acts, omissions, or other conduct of DEPARTMENT.

14.01 INDEPENDENT CONTRACTOR

The DEPARTMENT agrees that the CONSULTANT shall have sole control of the method, hours worked, and time and manner of any performance under this AGREEMENT other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the AGREEMENT. The DEPARTMENT takes no responsibility for supervision or direction of the performance of the AGREEMENT to be performed by the CONSULTANT or the CONSULTANT'S employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the CONSULTANT'S employees or agents.

15.01 REPORT AND DOCUMENTATION REQUIREMENTS

A. The CONSULTANT'S invoices will be reduced by the sums set forth below for each week that the CONSULTANT fails to submit a report or document required under this AGREEMENT'S time schedule unless the DEPARTMENT determines that such delay is attributable to a force majeure as defined in SECTION 8., above. These reductions shall accrue in the amount of 5% of the Work Order for the first week and 10% of the Work Order for each week thereafter, for each report or document, which is overdue.

B. Assessment of reductions under this SECTION does not preclude the DEPARTMENT from pursuing any other remedies or sanctions because of the CONSULTANT'S failure to comply with any of the terms of this AGREEMENT, including a suit to enforce the terms of this AGREEMENT.

C. With respect to any individual failure to submit a report or document required under this AGREEMENT'S time schedule, the DEPARTMENT may at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this SECTION.

16.01 NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

17.01 OWNERSHIP OF DOCUMENTS

A. Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the DEPARTMENT.

B. CONSULTANT shall retain one copy of all documents for its file. Any documents generated by CONSULTANT used by the DEPARTMENT beyond the intended purpose shall be at the sole risk of the DEPARTMENT, unless otherwise agreed upon by CONSULTANT in writing. To the fullest extent permitted by law, DEPARTMENT shall indemnify, defend and hold harmless CONSULTANT, its subcontractors, consultants, officers, directors, employees and agents, for any loss or damages arising out of the unauthorized use of such documents by the DEPARTMENT.

18.01 PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the schedule developed herein, during which period all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the DEPARTMENT.

19.01 RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the DEPARTMENT, except as required by Federal or State regulations, or court order.

20.01 SAFETY

The CONSULTANT shall initiate, maintain and provide supervision of safety precautions and programs for CONSULTANT'S own employees, and shall require its subcontractors or subconsultants to comply with state and local safety laws and regulations in connection with its services. However, the CONSULTANT is not responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the project site carried on by other persons or firms directly employed by the DEPARTMENT as separate consultants or contractors. The DEPARTMENT agrees to require any such separate consultants or contractors to comply with federal, state and local safety laws and regulations and to comply with all reasonable requests

and directions of the CONSULTANT for the elimination or abatement of any safety hazards at the project site.

21.01 SITE ACCESS; DATA

A. Unless the Scope of Work provides otherwise, the DEPARTMENT shall obtain or provide reasonable access for the CONSULTANT to the project site when necessary and at any reasonable time requested.

B. The DEPARTMENT shall attempt to provide the CONSULTANT with all relevant data and information in its possession regarding the project site. However, in providing such data and information, the DEPARTMENT or the CONSULTANT assumes no responsibility for its accuracy, reliability or completeness.

22.01 STANDARD OF PERFORMANCE

The CONSULTANT'S services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

23.01 SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

24.01 SUCCESSORS AND ASSIGNS

The DEPARTMENT and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

25.01 TITLES

The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

26.01 ACCESS TO RECORDS

A. The CONSULTANT and subcontractors to the CONSULTANT if any, agree to maintain for inspection by the DEPARTMENT all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the DEPARTMENT.

27.01 ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

28.01 CONFLICT OF INTEREST

A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with

the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the DEPARTMENT for any work included under the provisions of the AGREEMENT.

Virchow K-NMTC-Gen Conditions of Agrmnt-Formljng
June 13, 2006

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

INSURANCE REQUIREMENTS FOR CONSULTANTS

A. INSURANCE REQUIRED.

Consultants shall purchase and maintain for the duration of the contract as required by the Authority or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Consultant. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the Authority; those which exceed \$10,000 must be declared to and approved by the Authority. Authority may require a review of the latest audited financial statements of the Consultant. At the option of the Authority, neither the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority or the City of West Allis, their officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the Authority. Authority reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the Authority. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Authority. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages shall be subject to all of the insurance requirements that are applicable to the Consultant. No subcontractor shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the Authority.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be born by the general Consultant and not the Authority. Failure to maintain the required insurance may result in termination of this Contract at the option of the Authority.

B. GENERAL ENDORSEMENTS.

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, the Authority does not represent or warrant that coverage and limits will be adequate to protect the Consultant, subcontractor, their agents or any project engineer.
3. Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the Authority.
5. Additional Insureds. The Authority and the City of West Allis, their officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Consultant's liability insurance policies which insures the Authority up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the Authority and executed by duly authorized agents of said carrier.
6. Primary Insurance. Consultant's insurance shall provide primary insurance to the Authority, to the exclusion of any other insurance or self-insurance programs the Authority may carry. Any insurance or self-insurance maintained by the Authority shall be excess of the Consultant's insurance and shall not contribute to it.
7. Waiver of Subrogation. Consultant waives all rights against the Authority and the City of West Allis, their officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Consultant is required to carry pursuant to this Contract.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the Authority.

9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that the Consultant shall indemnify and save harmless the Authority and the City of West Allis against any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and materialmen shall furnish to the Consultant and the Authority certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Consultant.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:

"Occurrence" Coverage Form must be as broad as 1988 "Commercial General Liability" (form CG 00 01) and include the following:

Premises and Operations

Products and Completed Operations, applicable for at least one year following acceptance of the work

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Consultant's Protective)

Broad Form Property Damage
Contingent Coverage for Subcontractors

Care, Custody and Control Coverages for City Owned or Purchased
Materials at the Work Site

Premises Medical Coverage of at least \$10,000 Per Person

b. Minimum Limits of Liability:

Per Occurrence Limit: \$1,000,000

Policy Aggregate: \$2,000,000

Personal Injury Limit: \$1,000,000

Fire Damage Limit: \$ 50,000

Medical Expense Limit: \$ 5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

a. Coverage. Coverage must be as broad as CA 00 01 Ed. 1992) -
Occurrence Form Code No. 1, "any auto".

Comprehensive Coverage for all Owned, Non-Owned or Hired Motor
Vehicles driven by the employees of the Consultant or Subcontractors,
including vehicles and equipment owned by the Authority if used exclusively
for the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

Transportation by insured vehicles of pollutants, or toxic wastes (as
determined by the EPA) shall require a minimum of the Pollution Liability
Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90)
to address damages and clean-up costs.

b. Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability
Insurance.

4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

a. Coverage. Standard form; coverage provided on a claims-made basis with at least one year extended reporting period; to include all liability assumed by the Consultant for the Project.

b. Minimum Limits of Liability:

Minimum \$1 Million (project specific).

h\Insurance Instr-CDA-Consultants
Revised

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
PROFESSIONAL SERVICE AGREEMENT
FEDERAL REQUIREMENTS**

CONSULTANT: Virchow Krause Capital, LLC

PROJECT: Financial Consultation relative to New Market Tax Credits

This Agreement involves Federal Community Development Block Grant Funds. Consultant will fully comply with the following statutes, laws, rules regulations and other requirements during the performance of this Agreement.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

II. Equal Employment Opportunity. (All Agreements Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Consultant will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Consultant will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Consultant certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Fraud. The Consultant has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

VIII. Remedies for Noncompliance. In the event of Consultant's noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payment to Consultant under this Agreement until Consultant complies; and/or
- B. Immediate cancellation, termination or suspension of this Agreement, in whole or in part.
- C. Other remedies that may be legally available.

h\c-vk-nmtc-fr\jmg
June 13, 2006

**COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
WORK ORDER**

TO: Virchow Krause Capital, LLC
DATE: June 15, 2006
PROJECT: Financial Consultation relative to New Market Tax Credits

In accordance with Community Development Authority Resolution No. _____, dated June 13, 2006, and the Agreement for Professional Services dated as of _____ (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated _____.
Estimate: \$ 70,000
Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Issued:	Received and Approved:
DEPARTMENT OF DEVELOPMENT	
By: _____	By _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENTS:
Scope of Services

COMPTROLLER'S CERTIFICATE
Countersigned this ____ day of _____, 2006 and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.

Gary Schmid, Manager of Finance/Comptroller

Contract for Application Consultant Services

This Agreement made this ~~13th~~ 6th day of ~~July~~ September, 2006, by and between the Community Development Authority of the City of West Allis Regional Development Fund, LLC, including its affiliates and controlling entity (the "CDECDA"), a ~~Wisconsin LLC~~ located at 7525 W. Greenfield Avenue, West Allis, WI 53214. ~~The West Allis Regional Development, LLC is an entity yet to be formed by the City of West Allis to apply for New Markets Tax Credits[VI].~~

and

VIRCHOW KRAUSE & COMPANY, LLP and its affiliates, including Virchow Krause Capital, LLC ("Virchow Krause"), having its principal office at Ten Terrace Ct, Madison, Wisconsin 53707.

WITNESSETH:

WHEREAS, the ~~CDECDA~~ is intending to apply for New Markets Tax Credits ("NMTC") in 2007; and to create the West Allis Regional Development, LLC (CDE) for the purposes of assisting the CDA in applying for New Markets Tax Credits.

WHEREAS, Virchow Krause has proposed to provide assistance to the ~~CDECDA~~ in their NMTC application and program development; and

WHEREAS, the ~~CDECDA~~ desires to enter into a contract with Virchow Krause for the performance of specific tasks as provided herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I SCOPE OF SERVICES

A. Specific Tasks:

Virchow Krause shall perform the tasks outlined in Appendix A, Scope of Services, which is attached hereto and incorporated herein.

B. Coordination with the CDECDA during Term of Contract:

Virchow Krause shall coordinate its activities with the ~~CDECDA~~ at all times throughout the term of this contract. Virchow Krause may also work with and subcontract with other vendors to perform other tasks and functions related to the development of the ~~CDECDA~~'s application and NMTC programs.

C. Nature of Relationship and Virchow Krause Responsibility:

Virchow Krause shall not be financially or otherwise responsible for any claims arising against the ~~CDECDA~~ for any of the activities contemplated by this contract. Virchow Krause is performing the services described herein solely as an independent contractor and not as a partner or joint venturer of, or having any fiduciary relationship with, the ~~CDECDA~~ and none of Virchow Krause's employees, agents or third party service providers shall have any employment relationship with the ~~CDECDA~~. Virchow Krause may utilize third party service providers for various tasks involved in this contract.

Virchow Krause is not responsible for tax advice to the CDECDA and the CDECDA will be responsible for compliance with all aspects of the NMTC application and program. In no event will Virchow Krause's services effect or be deemed to constitute a controlling influence over the CDECDA, its management decisions or its investment decisions. The CDECDA will at all times be solely responsible for selecting the business strategy and core business elements for the CDECDA and for final review and submission of the application to the CDFI fund.

In no event shall Virchow, Krause & Company, LLP and its affiliates be liable to the CDECDA, whether a claim be in tort, contract or otherwise for any consequential, indirect, lost profit or similar damages relating to Virchow, Krause & Company, LLP's and its affiliate's services provided under this contract, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Virchow, Krause & Company, LLP and its affiliates relating to such services.

The CDECDA acknowledges that, with respect to the application for NMTC and the activities related thereto, Virchow Krause will use commercially reasonable efforts to obtain the allocation of Tax Credits for 2007 and that there is no guarantee that such efforts will result in the allocation of any NMTCs to the CDECDA.

ARTICLE II EFFECTIVE DATES

Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the date hereof and end on or before December 31, 2007 (the "initial term"). Upon written instrument signed by both parties, the term of this Agreement may be renewed for one additional one year term. Notwithstanding the above, payments for services may extend beyond this term, in accordance with Article III.

ARTICLE III PAYMENT PROVISIONS

For the services provided by Virchow Krause as set forth in this Agreement, the CDECDA shall be charged an upfront fee of \$70,000 for application services. This payment for this fee will be made in two components, a cash payment of \$30,000 due upon within 5 business days of signing this contract and \$40,000 of financial counseling and other advisory services (FCOS) provided by The Valued Advisor Fund, LLC, an affiliate of Virchow Krause & Company, LLP at the election of the CDECDA. Failure to timely pay the up-front fee may be considered a breach on contract and result in a suspension or termination of work.

In the event the NMTC application is successful, Virchow Krause shall be paid an additional success fee of 1% of the allocation award; except as otherwise provided, to be paid out of the proceeds of the NMTC as each project closes or as the parties mutually agree, in writing. The amounts paid include all Virchow Krause staff costs, research expenses, fees, and travel expenses. Third party service provider expenses are the responsibility of the CDECDA.

Virchow Krause and the CDECDA each agree that time is of the essence in fulfilling all services associated with this contract and that services shall be delivered in accordance with the timeframe established for the 2007 NMTC program application, in a time and manner reasonably expected to satisfy the deadlines associated with the application cycle.

ARTICLE IV CONFLICT OF INTEREST

An affiliate of Virchow Krause intends to apply for 2007 NMTCs. Such affiliate of Virchow Krause will not include Wisconsin as one of its targeted seven states on its 2007 NMTC application. Virchow Krause is also currently assisting several other entities in the application process, location of investors, structuring of transactions and facilitation of closing on NMTC projects and programs, including entities in which Virchow Krause and its subsidiaries have direct and indirect interests in the success of such projects in varying degrees.

By execution of this agreement, CDECDA waives any present and future conflicts of interest arising as a result of Virchow Krause or its affiliate's application for NMTC's, or as a result of Virchow Krause assisting other entities in the NMTC application process, location of investors, structuring of transactions and facilitation of closing on NMTC projects and programs.

ARTICLE V TERMINATION OF THIS AGREEMENT

The CDECDA may not terminate this Agreement, except for material breach of the provisions contained in this agreement, such as failure by Virchow Krause to perform the scope of services outlined in this agreement. Virchow Krause may not terminate this agreement except for material breach of the provisions in this agreement, including failure to timely pay any amounts due to Virchow Krause, failure to use best efforts to assist Virchow Krause in performing its tasks, and, in such event, only upon written notice 30 days in advance to the other party specifying the grounds for such termination.

ARTICLE VI MISCELLANEOUS

A. Notices. All notices given hereunder shall be made by US mail to the respective addresses set forth above.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

C. Governing Law. The validity, interpretation, enforcement, and effect of this Agreement shall be governed by and construed in accordance with, the laws of Wisconsin under the jurisdiction of Milwaukee, WI.

D. Amendment. This Agreement may not be modified or amended except in writing executed by all of the parties hereto.

E. Counterparts. This Agreement may be executed in various counterparts, each of which shall be an original but all of which shall constitute one instrument.

F. Assignment. Neither party may assign or otherwise transfer its rights, interest or obligation under this Agreement, whether by operation of law or otherwise without the prior written consent of the other party hereto.

G. Entire Agreement. This Agreement is the complete and exclusive statement of the material understanding of the parties hereto with respect to the matters contained herein, and this Agreement supersedes and cancels all prior written and oral agreements and communications and all contemporaneous oral agreement with respect to the subject matter of this Agreement.

H. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement,

other than as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, with intent to be legally bound hereby, have caused this Agreement to be executed and attested (witnessed) on the day and year first above written.

WITNESS

COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS REGIONAL DEVELOPMENT FU
LLC [v2]

By: _____

Title: _____

COMPTROLLER'S CERTIFICATE

Countersigned this _____ day of _____, 2006
and I certify that the necessary funds have been provided to
pay the liability that may be incurred by the City of West
Allis under this Contract.

Gary Schmid, Manager of
Finance/Comptroller

Approved as to form this _____ day
of _____, 2006.

Scott Post, City Attorney

WITNESS

VIRCHOW KRAUSE AND COMPANY, LLP

By: _____

Title: _____

Appendix A- Scope of Services

Virchow Krause shall provide the following services:

- 1.) Assist in developing and drafting an appropriate business strategy, including the selection of target geographic markets, products and services.
- 2.) Assist in developing a strategy to use the NMTC allocation to enhance or improve current business strategies.
- 3.) Analyze with the CDECDA flexible or non-traditional products the CDECDA may wish to provide qualified borrowers and to describe such offerings in the application.
- 4.) Assist in developing methods to ensure that other CDECDAs financed will pass along the NMTC benefits to their low income community investments.
- 5.) Anticipate the ability of qualified borrowers to leverage additional capital due to the NMTC investment and to describe such expectations in the application.
- 6.) Assist in developing a strategy for the purchase/sale of loans to and from other CDECDAs within the program application.
- 7.) Assist in drafting a summary of the CDECDA's record for engaging in similar low income community investments and other relevant financing activities.
- 8.) Help analyze any prospective low income community transactions and how the NMTC would enhance these activities in number or scope.
- 9.) Assist in drafting a summary of record for raising capital.
- 10.) Assist in developing a strategy to secure qualified equity investments from financial institutions or other investors.
- 11.) Help describe the CDECDA's plan for maximization of economic benefit to the qualified low income community business involved in the transaction and the appropriate amount of equity investment.
- 12.) Discuss a minimum allocation amount to consider for the application.
- 13.) Assist in creating organizational charts to represent the relationship of the CDECDA to the controlling entity and other affiliates.
- 14.) Help to describe the experience of the personnel as it relates to asset and risk management, compliance, underwriting or approval of investments and the provision of financial services.
- 15.) Assist in developing a strategy to target areas of higher distress within low income communities.
- 16.) Assist in developing a strategy to enhance specific NMTC impacts upon low income communities, such as the creation or retention of jobs.
- 17.) If necessary, attend meetings to address questions from the CDECDA's Board (governing or advisory) and qualified businesses or relating to the design and development of the application and program.
- 18.) Provide expertise and advice to the CDECDA and its staff to assist in their understanding of the NMTC program and its potential structure and utility in fulfilling the CDECDA's business objectives.

Contract for Investment Banking Consulting Services related to the NMTC Program

This Agreement made this ~~13rd~~ 6th day of ~~July~~ September, 2006, by and between the Community Development Authority of the City of West Allis Regional Development Fund, LLC, including its affiliates and controlling entity (the "CDECDA"), a Wisconsin LLC located at 7525 W. Greenfield Avenue, West Allis, WI 53214. ~~The West Allis Regional Development, LLC is an entity yet to be formed by the City of West Allis to apply for New Markets Tax Credits [VH].~~

and

VIRCHOW KRAUSE & COMPANY, LLP and its affiliates, including Virchow Krause Capital, LLC, ("Virchow Krause"), having its principal office at Ten Terrace Ct, Madison, Wisconsin 53707.

WITNESSETH:

WHEREAS, the CDECDA is intending to apply for New Markets Tax Credits ("NMTC") in 2007; and

WHEREAS, Virchow Krause has proposed to provide assistance to the CDECDA in finding investors, structuring transactions and facilitating closing of NMTC projects and programs; and

WHEREAS, the CDECDA desires to enter into a contract with Virchow Krause for the performance of various tasks as needed to support the implementation of the CDECDA's program.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

A. Specific Tasks:

Virchow Krause shall perform the tasks outlined in Appendix A, Scope of Services, which is attached hereto and incorporated herein.

B. Coordination with the CDECDA during Term of Contract:

Virchow Krause shall coordinate its activities with the CDECDA at all times throughout the term of this contract. Virchow Krause may also work with and subcontract with other vendors to perform other tasks and functions related to the development of the CDECDA's application and NMTC programs.

C. Nature of Relationship and Responsibility:

Virchow Krause shall not be financially or otherwise responsible for any claims arising against the CDECDA for any of the activities contemplated by this contract. Virchow Krause is performing the services described herein solely as an independent contractor and not as a partner or joint venturer of, or having any fiduciary relationship with, the CDECDA and none of Virchow Krause's employees, agents or third party service providers shall have any employment relationship with the CDECDA. Virchow Krause may utilize third party service providers for various tasks involved in this contract.

Virchow Krause is not responsible for tax advice to the CDECDA and the CDECDA will be responsible for compliance with all aspects of the NMTC program. In no event will Virchow Krause's services effect or be deemed to constitute a controlling influence over the CDECDA, its management decisions or its investment decisions. The CDECDA will at all times be responsible for selecting its business strategy and core business elements.

In no event shall Virchow, Krause & Company, LLP and its affiliates be liable to the CDECDA, whether a claim be in tort, contract or otherwise for any consequential, indirect, lost profit or similar damages relating to Virchow, Krause & Company, LLP's and its affiliate's services provided under this contract, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Virchow, Krause & Company, LLP and its affiliates relating to such services.

The CDECDA acknowledges that, with respect to the provision of assistance to the CDECDA in finding investors, structuring transactions and facilitating closing of NMTC projects and programs, Virchow Krause will use commercially reasonable efforts to obtain results and that there is no guarantee that such efforts will result in the closing of transactions.

ARTICLE II EFFECTIVE DATES

Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the date hereof and end upon the full placement and funding of the allocation received by the CDECDA in the 2007 NMTC application process.

ARTICLE III PAYMENT PROVISIONS

For the services provided by Virchow Krause as set forth in this **Contract for Investment Banking Consulting Services**, the CDECDA and/or its investors shall pay a fee equal to 1.5% of the allocation of NMTC designated for each transaction. With the approval of Virchow Krause, such fees will accrue and be paid out of the proceeds of the NMTC credit equity as each transaction closes, or by the investor for each transaction.

As described in the Contract for Application Consultant Services, dated July 13 September 6, 2006, Virchow Krause shall be paid an additional fee equal to 1% of the allocation award, except as otherwise provided, to be paid out of the proceeds of the NMTC as each project closes or as the parties mutually agree, in writing.

Both fees to be paid described above in this Article include all Virchow Krause staff costs, research expenses, fees, and travel expenses. Third party service provider expenses are the responsibility of the CDECDA.

ARTICLE IV CONFLICT OF INTEREST

An affiliate of Virchow Krause intends to apply for 2007 NMTCs. Such affiliate of Virchow Krause will not include Wisconsin as one of its targeted seven states on its 2007 NMTC application. Virchow Krause is also currently assisting several other entities in the application process, location of investors, structuring of transactions and facilitation of closing on NMTC projects and programs, including entities in which Virchow Krause and its subsidiaries have direct and indirect interests in the success of such projects in varying degrees.

By execution of this agreement, CDECDA waives any present and future conflicts of interest arising as a result of Virchow Krause or its affiliate's application for NMTC's, or as a result of Virchow Krause assisting other entities in the NMTC application process, location of investors, structuring of transactions and facilitation of closing on NMTC projects and programs.

ARTICLE V TERMINATION OF THIS AGREEMENT

The CDECDA may not terminate this Agreement, except for material breach of the provisions contained in this agreement, such as failure by Virchow Krause to perform the scope of services outlined in this agreement. Virchow Krause may not terminate this agreement except for material breach of the provisions in this agreement, including failure to timely pay any amounts due to Virchow Krause, failure to use best efforts to assist Virchow Krause in performing its tasks, and, in such event, only upon written notice 30 days in advance to the other party specifying the grounds for such termination.

ARTICLE VI MISCELLANEOUS

A. Notices. All notices given hereunder shall be made by US mail to the respective addresses set forth above.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

C. Governing Law. The validity, interpretation, enforcement, and effect of this Agreement shall be governed by and construed in accordance with, the laws of Wisconsin under the jurisdiction of Milwaukee, WI.

D. Amendment. This Agreement may not be modified or amended except in writing executed by all of the parties hereto.

E. Counterparts. This Agreement may be executed in various counterparts, each of which shall be an original but all of which shall constitute one instrument.

F. Assignment. Neither party may assign or otherwise transfer its rights, interest or obligation under this Agreement, whether by operation of law or otherwise without the prior written consent of the other party hereto.

G. Entire Agreement. This Agreement is the complete and exclusive statement of the material understanding of the parties hereto with respect to the matters contained herein, and this Agreement supersedes and cancels all prior written and oral agreements and communications and all contemporaneous oral agreement with respect to the subject matter of this Agreement.

H. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, other than as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, with intent to be legally bound hereby, have caused this Agreement to be executed and attested (witnessed) on the day and year first above written.

WITNESS

COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS
REGIONAL DEVELOPMENT FUND, LLC^(v2)

By: _____
Title: _____

COMPTROLLER'S CERTIFICATE

Countersigned this _____ day of _____, 2006
and I certify that the necessary funds have been provided to
pay the liability that may be incurred by the City of West
Allis under this Contract.

Gary Schmid, Manager of
Finance/Comptroller

Approved as to form this _____ day
of _____, 2006.

Scott Post, City Attorney

WITNESS

VIRCHOW, KRAUSE & COMPANY, LLP

By: _____
Title: _____

Appendix A- Scope of Services

Virchow Krause shall provide the following services:

- 1.) Assist the CDECDA in educating potential investors in the investment application process and obtain customized commitment letters to support the investors.
- 2.) Evaluate the merits of qualified low-income investments ("QLICs") identified by the CDECDA as potential QALICBs.
- 3.) Facilitate requisite board meetings and assist in the creation of investment criteria, project application and underwriting format materials for the CDECDA.
- 4.) Assist in the pairing of NMTC investments with other subsidy or tax incentive programs in the same transaction.
- 5.) Prepare reports, financial models and financial projections for the CDECDA to facilitate QLICs.
- 6.) Conduct due diligence and initial underwriting on potential QLICs.
- 7.) Subject to the final review and approval of the CDECDA, negotiate and structure the terms and conditions of QLICs.
- 8.) Identify potential NMTC investors and negotiate the terms of QEIs by such investors.
- 9.) If necessary, identify and negotiate with banks or other financial institutions to provide debt financing to one or more "investment funds" which make QEIs.
- 10.) Subject to the final review and approval of the CDECDA, negotiate and structure the terms and conditions of QEIs.
- 11.) Provide NMTC education and training to potential lenders and investors in the implementation stage.
- 12.) Participate in conference calls up to closing with the project owner, investor, leverage lender and their representatives.
- 13.) Perform such other reasonable actions as the CDECDA may request from time to time relating to the use, operation or management of the NMTC allocation, transferees of NMTC allocation or QLICs.