

12



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2004-0030 Resolution In Committee

Resolution approving Subgrantee Agreement by and between the City of West Allis and the Wisconsin Women's Business Initiatives Corporation, for support of a Micro Enterprise Development Assistance Project, funded by 2004 Community Development Block Grant Funds in the sum of approximately \$64,600.

Introduced: 2/3/2004

Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Adopted

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczак	✓			
			Czaplewski	✓			
			Kopplin	✓			
FEB 03 2004	✓	✓	Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Trudell				
			Vitale				
			Weigel				
			TOTAL	5	0		

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

[Handwritten Signature]

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
		✓	Barczак	✓			
	✓		Czaplewski	✓			
FEB 03 2004			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Trudell	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10	—		

cc: Sev. Dept.
Chris Phinney

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderspersons: Barczak
Lajsic
Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderspersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderspersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderspersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderspersons: Sengstock
Weigel
Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0030

Final Action:

FEB 03 2004

Resolution approving Subgrantee Agreement by and between the City of West Allis and the Wisconsin Women's Business Initiatives Corporation, for support of a Micro Enterprise Development Assistance Project, funded by 2004 Community Development Block Grant Funds in the sum of approximately \$64,600.

WHEREAS, funding has been reserved for the Wisconsin Women's Business Initiatives Corporation, from Community Development Block Grant Funds to provide support of a Micro Enterprise Development Assistance Project; and,

WHEREAS, the aforesaid Project is eligible for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Subgrantee Agreement, a copy of which is attached hereto and incorporated herein by reference, by and between the City of West Allis and the Wisconsin Women's Business Initiatives Corporation, for support of a Micro Enterprise Development Assistance Project, is hereby approved.

BE IT FURTHER RESOLVED that the sum of approximately Sixty-four Thousand Six Hundred Dollars (\$64,600) be and is hereby appropriated from the Community Development Block Grant Funds to pay the liability that will be incurred under the aforesaid Agreement by the City.

BE IT FURTHER RESOLVED that the Director of Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Subgrantee Agreement on behalf of the City.

BE IT FURTHER RESOLVED 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 Agreement, 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.

cc: Department of Development
Chris Phinney, Grant Accounting Specialist

h\r\Dev-R-324-2-3-04\jmg

ADOPTED February 3, 2004



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

APPROVED February 10, 2004



Jeannette Bell, Mayor

Subgrantee Agreement - Part 1

CONTRACT FOR SERVICES
City of West Allis
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

CONTRACT NO. 20463
DATE OF AWARD

Distribution:
Original – City Clerk
Original – Contractor
Copy 1 - Department of Development

SERVICE DESCRIPTION (General): Micro Enterprise Development Assistance Project (see Exhibit "B")
TIME OF PERFORMANCE: January 1, 2004 through December 31, 2004
TOTAL AMOUNT OF CONTRACT: Sixty Four Thousand, Six Hundred Dollars (\$64,600)

THIS AGREEMENT, entered into by and between Wisconsin Women's Business Initiative Corporation (hereinafter referred to as the "CONTRACTOR"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

The Common Council of the City of West Allis authorized the Agreement under Resolution No. R-2004-0030 as set forth in the attached Exhibit A.

Performance and schedules will be approved by John F. Stibal, Director, Department of Development, (or his designee), of the City of West Allis, Department of Development.

Work may commence in accordance with the terms and conditions of this Contract on January 1, 2004, provided the grant agreement for the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development has been executed by the City of West Allis or the Common Council of the City of West Allis has established other temporary appropriation authority for the City's CDBG Program.

WITNESSETH THAT:

WHEREAS, 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 this Contract.

- B. Comply with requirements listed 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. 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 Resolution No. 27179, 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 activities eligible under the Community Development Block Grant Program as set forth in the attached **Exhibit B** which is attached hereto and made a part hereof. The CONTRACTOR certifies that the activities carried out in **Exhibit B** with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1)benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570-208. Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the CONTRACTOR must be submitted no later than ninety (90) days prior to the expiration of this Contract.

III. Availability of Funds

- A. This contract award is 100% funded under the Federal-Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the CONTRACTOR agree that the City of West Allis's Department of Development 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 Department of Development will notify the CONTRACTOR of such reduction).
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.

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: Wendy K. Werkmeister, President
Organization: Wisconsin Women's Business Initiatives Corp
Address: 2745 North Dr. Martin Luther King Dr.
City: Milwaukee, WI 53212

and to the CITY at:

Department of Development
West Allis City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

Attention: John F. Stibal, 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, 2004, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the 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** 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 following areas: *City-wide for the City of West Allis, as well as to eligible clients whose business operations are currently outside the City of West Allis.*
- 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 in amounts indicated within Exhibit A (pg. 14 Program Budget) and (pg. 16 Compensation and Reimbursement Schedule) it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum of *\$64,600.*
- D. **Additional Fringe or Employee Benefits.** The CONTRACTOR's fringe benefits shall not exceed the fringe benefits to which CITY salaried employees are entitled to or are receiving.
- E. **Taxes, Social Security, and Government Reporting.** Personal income tax payments social security contributions, 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.
- F. **Reports.** Contractor agrees to submit to the City a Semi-Annual report within 30 days of June 1st and December 31st of the program year. The report should include a narrative activity report and a financial report detailing the expenditure of funds provided to Contractor hereunder. Such report shall be a format acceptable to the Department of Development.

- G. Program Income.** Program Income means gross income received by Contractor directly generated from the use of C.D.B.G. funds. When such income is generated by an activity that is only partially assisted with C.D.B.G. funds, the income shall be prorated to reflect the percentage of C.D.B.G. funds used. Program income shall be reported on the quarterly financial statement and shall be used only for activities included in the statement of work made part of this Agreement.
- H.** All loan applications completed by participants in the microenterprise and quasiequity loan programs, as well as all loan closing documents and records of repayments shall be the property of the City and shall be turned over to the City at the time this agreement expires.
- I. Beneficiary Reporting.** Since the project described under Exhibit A is supported by the use of federal funds, the Contractor agrees to submit to the City the following reports:
- 1. Low/Moderate Income–Ethnicity Reports.** A report of income and ethnicity for all individuals who benefited from project activities. At least 51 percent of these benefited by project activities, must be from low-to moderate income households.
 - 2. Job Creation.** Contractor agrees to submit to the City annually a report of all jobs created by project activities. At least 51 percent of these new jobs must be filled by a workers from a low-to moderate income household.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

CONTRACTOR

By: Jeannette Bell
Jeannette Bell, Mayor

Date: February 10, 2004

Countersigned:

By: Paul M. Ziehler
Paul M. Ziehler, City Administrative Officer

Date: 2/10/04

By: Wendy K. Werkmeister
Wendy K. Werkmeister, President

Date: April 9, 2004

Witness: Hermine Couturier

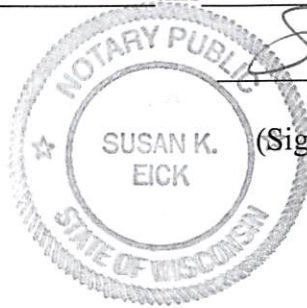
Examined and approved as to form
and execution this 20 day of
Feb, 2004.

Scott Post
City Attorney

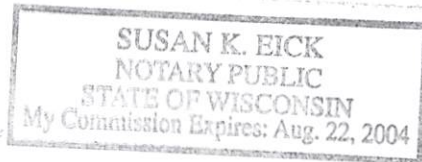
CERTIFICATE RE: CORPORATION

I, Wendy K. Werkmeister certify that I am the President (Official Capacity)
of the above CONTRACTOR named herein; that Wendy K. Werkmeister, who executed this
Contract on behalf of the CONTRACTOR was then President (Official
Capacity of Signatory) of said corporation, and in said capacity, duly signed said Contract for
and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by
action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at Milwaukee this 9th day of April, 2004.



Sink E
Signature and/or Seal
(Signature MUST accompany if seal is used)



SECTION TWO-STATUTORY REQUIREMENTS

This agreement is funded, in whole or in part, with Federal Community Development Block Grant Funds. The Sub-Recipient will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the 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 1974, 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 of 24 CFR Part 8. 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 received or benefits from federal financial assistance.

D. The Fair Housing Act (42 U.S.C. 3601-3619), the Fair Housing Act implementation regulations, Executive Order 11063 and implementing regulations issued at 24 CFR Part 107.

II. Equal Employment Opportunity. (All Projects 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 Sub-Recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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. Sub-recipient 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. Environmental Review. Sub-recipient's chief executive officer or other officer of the Sub-recipient will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents on behalf of the Borrower and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

C. Prohibition against the use of Lead-Based Paint.

VIII. Historic Preservation. Sub-recipient will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Sub-recipient will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act (as amended at 40 U.S.C. section 276a-276a-5), the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act, implementing regulations issued at 29 CFR Parts 1,3,5, and 7 and 24 CFR Part 570.603, and HUD Form 4010 Federal Labor Standards Provisions, incorporated herein by reference. The Sub-recipient will agree that any such work will be done in accordance with such laws, regulations, and provisions.

XIV. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or subrecipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The Sub-recipient 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.

XVI. Remedies for Noncompliance. In the event of Sub-recipient's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

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

XVII. Section 3 Clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify

that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Severability Clause. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

XVIII. Reversion of Assets. Contractor agrees that upon termination or expiration of the Agreement, Contractor shall transfer to City all Community Development Block Grant funds on hand at that time as well as any accounts receivable attributable to the use of Community Development Grant funds. Contractor also agrees that any real property under Contractor's control that was acquired or improved in whole or in part with Community Development Block Grant funds is:

A. With written permission of City, retained by Contractor and used to meet the Community Development Block Grant objectives for such a period of time as agreed to between City and Contractor; or

B. Transferred to City for disposition in accordance with Community Development Block Grant Program regulations; or

C. Disposed of in a manner which results in City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to, the property. Contractor agrees that upon expiration or termination of the agreement, Contractor shall transfer to City all C.D.B.G. funds on hand at the time of expiration.

XIV. Access to Books. Contractor agrees to maintain, make available and provide access to all books, documents, papers and records relating to this agreement to City, the U.S. Department of Housing and

Urban Development, Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions therefrom.

XXI. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets on the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document that acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance:
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Final records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR 570.

XX. Retention of Records. Contractor agrees to retain all records relating to this Agreement for no less than three years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

Exhibit B

The Wisconsin Women's Business Initiative Corporation (WWBIC) stands out among economic development and business assistance organizations because of our focused mission, comprehensive offerings, and demonstrable record of success. WWBIC, the largest micro-lender in the state, helps low-income entrepreneurs by concentrating on two basic needs – education and loans. We help our clients secure the loans they need to get started or grow and give them the training and technical assistance they need to thrive over the long run. When we help a client become a successful businessperson, we don't just help one person out of poverty – we create jobs, expand our economy and improve the community.

"WWBIC's Start Smart classes answered every question I ever had and helped me think things through, instead of just jumping in."

Linda Stelpflug, owner Doc's Stitches

WWBIC – An Entrepreneurial Launching Pad

Mission: To promote economic development by providing access to capital, quality business education and business assistance for entrepreneurs throughout the state of Wisconsin, with a primary focus on minorities, women and low-income individuals.

We were incorporated in Wisconsin in 1987 as a non-profit, tax exempt, 501(c) (3) organization, and have grown to become a statewide economic development corporation. Our focus has always been on two key areas of successful entrepreneurship – areas that are interdependent, and often out of reach for our target audiences. We zero in on 1) direct loans and access to other capital and 2) quality business education and ongoing support. We help our clients become successful, self-sufficient entrepreneurs.

Comprehensive Program Areas:

WWBIC's education and loan programs fall under four major categories, allowing us to serve clients at an individual level – we meet them where they are. Some clients use our entire spectrum of services while others use only one service when it's needed:

- Direct Loans and Access to Other Capital
- Business Education and Training
- Business Assistance
- Economic Literacy Education and Individual Development Accounts

Major Accomplishments and Qualifications:

While we see every client success as an important accomplishment, we are especially proud of being Wisconsin's first funded and certified Community Development Financial Institution (CDFI). This U.S. Department of Treasury certification ensures that we provide both financial and development services to underserved populations. It also requires that we maintain strict performance standards and meet yearly financial-soundness testing. We gained this certification because we operate in a niche marketplace and can prove that we serve clients that have not been adequately served by conventional financial institutions. WWBIC is also an SBA Microloan Intermediary Lender and an SBA Women's Business Center. Both are important credentials that bring responsibilities, credibility and expanded opportunities to reach our target audiences.

Another major accomplishment is our 16-year record of measurable success. For example, since 1987 WWBIC has:

- Served more than 15,000 individuals;

Exhibit A

The Wisconsin Women's Business Initiative Corporation (WWBIC) stands out among economic development and business assistance organizations because of our focused mission, comprehensive offerings, and demonstrable record of success. WWBIC, the largest micro-lender in the state, helps low-income entrepreneurs by concentrating on two basic needs – education and loans. We help our clients secure the loans they need to get started or grow and give them the training and technical assistance they need to thrive over the long run. When we help a client become a successful businessperson, we don't just help one person out of poverty – we create jobs, expand our economy and improve the community.

“WWBIC's Start Smart classes answered every question I ever had and helped me think things through, instead of just jumping in.”

Linda Stelpflug, owner Doc's Stitches

WWBIC – An Entrepreneurial Launching Pad

Mission: To promote economic development by providing access to capital, quality business education and business assistance for entrepreneurs throughout the state of Wisconsin, with a primary focus on minorities, women and low-income individuals.

We were incorporated in Wisconsin in 1987 as a non-profit, tax exempt, 501(c) (3) organization, and have grown to become a statewide economic development corporation. Our focus has always been on two key areas of successful entrepreneurship – areas that are interdependent, and often out of reach for our target audiences. We zero in on 1) direct loans and access to other capital and 2) quality business education and ongoing support. We help our clients become successful, self-sufficient entrepreneurs.

Comprehensive Program Areas:

WWBIC's education and loan programs fall under four major categories, allowing us to serve clients at an individual level – we meet them where they are. Some clients use our entire spectrum of services while others use only one service when it's needed:

- Direct Loans and Access to Other Capital
- Business Education and Training
- Business Assistance
- Economic Literacy Education and Individual Development Accounts

Major Accomplishments and Qualifications:

While we see every client success as an important accomplishment, we are especially proud of being Wisconsin's first funded and certified Community Development Financial Institution (CDFI). This U.S. Department of Treasury certification ensures that we provide both financial and development services to underserved populations. It also requires that we maintain strict performance standards and meet yearly financial-soundness testing. We gained this certification because we operate in a niche marketplace and can prove that we serve clients that have not been adequately served by conventional financial institutions. WWBIC is also an SBA Microloan Intermediary Lender and an SBA Women's Business Center. Both are important credentials that bring responsibilities, credibility and expanded opportunities to reach our target audiences.

Another major accomplishment is our 16-year record of measurable success. For example, since 1987 WWBIC has:

- Served more than 15,000 individuals;

- Directly financed more than 500 businesses in local communities;
- Assisted in creating over 1,250 jobs by providing small business assistance; and
- Lent nearly \$5 million to small business owners across the state.

In 2002 alone, WWBIC:

- Disbursed a record 79 direct loans for a total of more than \$1.2 million;
- Offered 350 classes throughout the state, which were attended by more than 1,600 people;
- Assisted in creating more than 400 jobs through our loan program;

We are proud to say that our loan programs have repaid every investment, reduced defaults through high quality business assistance, and successfully increased our market share of unbanked clients.

Proposal Summary

WWBIC requests continued funding to operate the West Allis Micro Enterprise Assistance Program. Through this program, WWBIC uses its expertise to provide West Allis low and moderate-income entrepreneurs and business owners' access to our high quality training and lending programs. WWBIC tailors its array of services to meet the needs of West Allis and to improve its economy.

A successful outcome of the West Allis Micro Enterprise Training and Loan Program is found in the success of a business owned by Michael and Jennifer Smith, Cleveland Avenue Automotive. Our assistance helped them purchase an existing, but stagnant, business. They had been turned down for bank financing due to past credit issues. After meeting with Sherry Saiki at WWBIC, it seemed that bank financing could be possible - the key was finding the right bank! With Sherry's guidance, they worked to improve their personal financial situation and structure a loan with Tri City National Bank.

They put all their available resources into the building purchase leaving them with no funds to make much needed improvements to the building suffering from years of neglect. They also needed working capital. Their loan request was presented to the West Allis Economic Development Partnership and approved for the maximum amount, \$25,000.

After opening their doors in Fall 2002, the Smiths found themselves very busy. They had purchased an accounting software package for use in the shop, but as new business owners, weren't taking full advantage of the benefits. WWBIC offered to arrange for a consultation with a local CPA who provided them with one-on-one, personalized advice on how to best use the program to manage their business. They can now determine their financial status at the click of a button on their office computer.

Program History and Overview

In January 2000, WWBIC established the West Allis Micro Enterprise Assistance Program with City of West Allis funds made available through the Community Development Block Grant (CDBG). Since the program's inception, WWBIC has offered West Allis entrepreneurs special access to its training and lending programs, developed the West Allis Micro-loan Fund and positioned the West Allis Economic Development Partnership Committee (EDPC) to approve loans and program policies and procedures on behalf of the West Allis Common Council. The program is in its fourth year.

Since its inception the program has made twelve loans totaling just under \$185,000. The program has no defaults or delinquencies in spite of lending to high-risk clients. Principal repayments have totaled more than \$60,000. Three of the twelve loans made have repaid in full. This program has generated interest income for the City of West Allis in the amount of \$18,676.81 since its inception.

Program Objectives and Activities

In 2004, WWBIC proposes to continue to enhance the West Allis Micro Enterprise Assistance Program. The following describes the activities in which WWBIC will engage to support small business development in West Allis.

To meet WWBIC's organizational goals, and those set forth by Housing and Urban Development (HUD) through Community Development Block Grant (CDBG), this program is designed to focus on West Allis' low and moderate-income entrepreneurs. As stated in the program's policies and procedures manual, adopted by the EDPC, WWBIC will offer services to commercial micro enterprises, defined as any business with five or fewer employees, one or more of whom owns the enterprise. For the purposes of this program, the micro enterprise must be located in the City of West Allis and the owner of the micro enterprise must also qualify as one of the following:

- A low-income individual at the time of entry to the program; or
- Willing to offer open positions to low or moderate-income persons at least 51% of the time a job becomes available within 24 months of program participation.

In order to serve the target population and meet program objectives, WWBIC proposes to offer the following services.

Objective One - Provide Access to Capital Services:

WWBIC will manage and administer the loan capital of West Allis Micro Enterprise Training and Loan Program.

Prospecting - We will manage the pipeline of customers seeking funding from West Allis Micro-loan Fund, a fund specifically for micro enterprises in West Allis. In 2004, WWBIC projects it will present three loans to the Economic Development Partnership Committee (EDPC) for review. In order to achieve this objective, WWBIC will perform assessments of existing and start-up businesses, assist individuals in preparing their applications, analyze requests for funding and prepare information for committee review.

WWBIC will offer two products through the West Allis Micro-loan Fund: (1) Micro-loans, which are available for up to \$25,000, at a fixed interest rate of 9% with terms between 12 months and six years. (2) Quasi-Equity Loans, which are loans \$5,000 or less offered to West Allis graduates of Start Smart and program participants in need of capital to leverage conventional financing. Loans made through the quasi-equity program will not accrue interest for 24 months.

Administration - We will administer, disburse and monitor loan funds. On behalf of the City of West Allis, WWBIC will disburse funds and collect and monitor repayment of the twelve loans made in 2000 through 2004. WWBIC program staff will also provide ongoing case management services to West Allis loan clients throughout the contract period.

Access to Capital - WWBIC will also work to package loans for Small Business Administration (SBA) guarantees and other financing sources, as well as direct businesses to appropriate financing sources and business development resources, should their needs not fit the scope of the micro enterprise development program.

Objective Two - Provide Quality Training and Business Development Assistance:

One-on-One Business Assistance - WWBIC's West Allis Program Director will continue to provide regular office hours at the West Allis Chamber of Commerce to provide guidance to the owners of start-up and existing businesses, with assistance ranging from reviewing business plans to helping with financial projections.

Consulting and Mentoring Program - WWBIC will link seasoned business owners and corporate professionals directly with West Allis entrepreneurs. Program participants will receive assistance in overall business development and guidance in specific areas including law, tax, and marketing.

WWBIC's Start Smart - Start Smart is a multi-session comprehensive business planning series, where participants learn all aspects of starting and operating a business including: marketing, record keeping, cash flow projections, human resource management and business operations. In 2004, WWBIC will work to produce eight West Allis Start Smart graduates. WWBIC plans to use the CDBG funds for eligible West Allis residents and business

owners to attend on a full scholarship.

Scholarships to WWBIC's Courses – Full scholarships will also be available for WWBIC's other training sessions.

In addition to Start Smart, WWBIC has developed a range of workshops to suit the needs of both the novice and the experienced entrepreneur. Workshop topics include bookkeeping, Internet marketing strategies, marketing your childcare business, and personal money management.

Measurement of Performance

WWBIC proposes the following performance objectives to meet the goals of the West Allis Micro Enterprise Assistance Program. WWBIC will submit quarterly performance reports to the City of West Allis, Department of City Development.

Required Objectives	Activity	Q1	Q2	Q3	Q4	Total	Required
Business Development	# Assessments completed	10	12	8	5	35	35
	# of WA enrolled in Start Smart	8		7		15	15
	# of WA graduates of Start Smart		4		4	8	8
	# of WA business plans reviewed	1	3	3	3	10	10
	# of hours of business development*	100	150	150	100	500	500
Access to capital	# of loans presented to WA EDPC	0	1	1	1	3	3
* Includes class time, loan preparation and business assistance.							

Supplementary Objectives	Activity	Q1	Q2	Q3	Q4	Total
Program Outreach	# WA direct mailings	0	250	250	0	500
	# WA residents who attended introductory workshops	15	15	10	5	45
Business Development	# LMI / or potential of hiring LMI					25
	# of WA in other WWBIC courses		2	2		4
	# of WA attendees at BFS	0	4	0	4	8
Access to capital	# of loans packaged	1	2	4	1	8
	# of referrals to other lenders	1	1	1	1	4

WWBIC's Training Programs

The training programs at WWBIC are among the best in the state. WWBIC's most comprehensive course is called "Start Smart," a multi-session business planning series, where participants learn all aspects of starting and operating a business. Topics include: marketing, record keeping, cash flow projections, human resource management and business operations. Leaders in micro-business development throughout the country, including WWBIC's Vice President, Julann Jatzak, wrote this textbook.

Additionally, WWBIC offers a wide array of business planning, business financing, industry specific business development and technology workshops. In the first half of 2003, 18 residents participated in these classes.

WWBIC designs each class to meet the needs of low-income individuals and strives to schedule classes in locations and at times convenient for the entrepreneur. The language used in the materials is geared for an early high school reading level

and the worksheets are interactive. WWBIC's trainers use a cooperative learning style and have developed a reputation for making learning fun.

WWBIC's Lending Programs

WWBIC offers a variety of lending services, from direct lending for capital requests \$35,000 and below, as well as packaging services for requests exceeding \$35,000. WWBIC's has lent more than \$5 million to businesses throughout the state. We have made loans in primarily six market sectors: retail, food service, transportation, day care centers, professional services, and personal services. WWBIC has become more adept at identifying the reasons why these different sectors perform better in a microlending environment and have responded with underwriting criteria to address the needs of the agency and borrower.

WWBIC's micro loan funding comes from four primary sources, listed and described in our annual audit:

- U.S. Department of Treasury, Community Development Financial Institution (CDFI) Fund
- State & Privately Funded Revolving Loan Fund
- SBA Funded Micro-loan Fund
- Milwaukee Economic Development Corporation

WWBIC's Partnerships

WWBIC's current services are available because we have simultaneously coordinated our activities with private, federal, state and local programs. This includes on-going formal and informal partnerships U.S. Small Business Administration, State of Wisconsin, Department of Commerce, Milwaukee Department of City Development (DCD), Wisconsin Housing and Economic Development Authority (WHEDA), Milwaukee Economic Development Corporation (MEDC), and Urban Economic Development Association (UEDA). Some of the programs that have come about through public and private partnerships include:

Business Financing Seminars: WWBIC coordinates several Business Financing Seminars each year as part of an on-going partnership with several leading economic development agencies and lending institutions. At these seminars, micro and small business owners receive essential information and meet representatives from local banks, Small Business Administration (SBA), Wisconsin Housing and Economic Development Authority (WHEDA), Department of Commerce, and business incubators.

The YWCA – Women's Enterprise Center (WEC): WWBIC manages the Professional Dimension Women's Business Incubator. All incubator clients receive specialized technical assistance and have access to all of WWBIC's training programs. WWBIC fosters and nurtures these businesses during their critical start-up stage.

Coffee With A Conscience Training Labs: WWBIC utilizes two small coffeehouses located in the Milwaukee Central Library and Schlitz Park as business laboratories. Coffee with a Conscience provides a business classroom to experience the day-to-day activities of running a business. This experiential learning enables clients to gain practical business skills transferable to individual business ventures.

In addition to these partnerships, WWBIC facilitates and strengthens community-based economic development through partnerships in conjunction with:

- The Wisconsin Child Care Business Partnership
- The Racine Small Business Development Partnership Council,
- The Kenosha County Small Business Development Partnership Council
- Hispanic Chamber of Commerce of Wisconsin,
- American Indian Chamber of Commerce.

WWBIC'S Management Capacity

WWBIC has developed a staff with diverse backgrounds and experiences to enable the organization to provide quality services to the community. Currently WWBIC has 23 full and part-time staff. WWBIC's President, Wendy K. Werkmeister has grown the agency from a \$225,000 yearly budget with a staff of 2, to a \$2.6 million organization. Ms. Werkmeister has more than 16 years of micro enterprise development experience in Wisconsin including direct client service, business incubation, capital access programs, social entrepreneurship, and targeted business programming.

Sherry Saiki has been the West Allis Program Director since January 2002, and worked in WWBIC's Lending department prior to that. Ms. Saiki has more than 10 years experience in the banking industry including management. She is an experienced loan officer. Additionally, she has owned her own business and has a track record of assisting other small business during both start-up and expansion phases. Ms. Saiki is fluent in Spanish.

Additional expertise on staff includes an accountant, a lawyer, current and former small business owners, former bankers, a credit counselor, marketing specialists and educational facilitators.

WWBIC maintains an 11 member volunteer board of directors, a 26 member Madison advisory board, a 15-member volunteer loan committee and a 12-member business financing committee. In addition to formal committees, WWBIC's business assistance program utilizes a business volunteer corps consisting of more than 200 individuals. These professionals work with WWBIC clients as volunteer mentors and consultants, providing valuable expertise in areas ranging from accounting to business plan writing to public relations. Overall, the human resources leveraged from the community and dedicated to WWBIC greatly contributes to the strength and effectiveness of the organization.

WWBIC's Financial Performance

WWBIC's audited financial statements demonstrate sound fiscal management. The most recent financial audit is provided in the proposal attachments. WWBIC provided its current Articles of Incorporation and By-Laws with the 2000 CDBG application and most recent annual audit.

Program Budget

West Allis 2004 Program Budget

Item	Position	Activity	% of Time		Detail	Total
			Time	Hrs/Yr		
Salary & Fringe Benefits						
	Personnel					
	Program Director					
		Loan Client Prep/Loan Committee Prep	24%	505	\$10,092	
		Marketing/Recruiting	10%	202	\$ 4,036	
		Reporting/Compliance	3%	67	\$ 1,345	
		Post Loan Client Followup	17%	348	\$ 6,951	
		Total	54%	1,123		\$22,425
	VP Lending					
		Loan Client Prep/Loan Committee Prep	6%	127	\$ 3,568	
		Supervising/HR	2%	42	\$ 1,189	
		Total	8%	170		\$ 4,757
	Controller					
		Reporting/Compliance	3%	55	\$ 1,540	
		Supervising/HR	1%	28	\$ 796	
		Total	4%	83		\$ 2,337
	Loan Fund Manager					
		Loan Client Prep/Loan Committee Prep	4%	83	\$ 2,700	
		Total	4%	83		\$ 2,700
	Loan Coordinator					
		Reporting/Compliance	9%	187	\$ 2,556	
		Total	9%	187		\$ 2,556
	Accounting Coordinator					
		Reporting/Compliance	10%	208	\$ 3,355	
		Total	10%	208		\$ 3,355
	Trainer					
		Training Classes	10%	208	\$ 3,670	
		Total	10%	208		\$ 3,670
	Total Personnel					\$41,800
	Fringe Benefits					\$12,500
Total Salary & Fringe Benefits						\$54,300

Support Cost

Rents/Utilities	\$ 2,200
Office Supplies & Materials	\$ 1,000
Maintenance Exp	\$ -
Telecommunication & Leased Equipment	\$ 1,300
Other	\$ -

Mileage / Transportation	\$ 1,300
Postage	\$ 900
Duplicating, Printing, Business Meetings	\$ 1,100
Books, Periodicals & Memberships	\$ 700

Total Support Cost **\$ 8,500**

Consultants Cost

Professional Services & Consulting	\$ 1,800
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Total Consultants Cost **\$ 1,800**

Total Cost **\$64,600**