



## City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
R-2009-0095	<b>Resolution</b>  Resolution authorizing the Director of Development to execute a \$75,000 matching Comprehensive Planning Grant Agreement between the City of West Allis and the Wisconsin Department of Administration.	<b>In Committee</b>

## COMMITTEE RECOMMENDATION

ADAPT

ACTION  
DATE:

Barczak  
Czaplewski  
Kopplin  
Lajsic  
Narlock  
Reinke  
Roadt  
~~Sengstock~~  
Vitale  
Weigel

**TOTAL**

5 0

**SIGNATURE OF COMMITTEE MEMBER**

## Chair

### Vice-Chair

## Member

## COMMON COUNCIL ACTION

ADOPT

ACTION  
DATE:

Barczak  
Czaplewski  
Kopplin  
Lajsic  
Narlock  
Reinke  
Roadt  
Sengstock  
Vitale  
Weigel

Dev

Finance - Chris P.

## STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

### ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin  
Vice-Chair: Vincent Vitale  
Thomas G. Lajsic  
Richard F. Narlock  
Rosalie L. Reinke

### PUBLIC WORKS

Chair: Gary T. Barczak  
Vice-Chair: Martin J. Weigel  
Michael J. Czaplewski  
Daniel J. Roadt  
James W. Sengstock

### SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic  
Vice-Chair: Richard F. Narlock  
Kurt E. Kopplin  
Rosalie L. Reinke  
Vincent Vitale

### LICENSE & HEALTH

Chair: Michael J. Czaplewski  
Vice-Chair: James W. Sengstock  
Gary T. Barczak  
Daniel J. Roadt  
Martin J. Weigel

### ADVISORY

Chair: Rosalie L. Reinke  
Vice-Chair: Daniel J. Roadt  
Kurt E. Kopplin  
Richard F. Narlock  
Vincent Vitale



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

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**File Number: R-2009-0095**

**Final Action:  
APR 07 2009**

**Sponsor(s): Safety & Development Committee**

Resolution authorizing the Director of Development to execute a \$75,000 matching Comprehensive Planning Grant Agreement between the City of West Allis and the Wisconsin Department of Administration.

WHEREAS, the City of West Allis is required by state law, Sec. 66.1001, Wisconsin State Statutes to update its current 2010 Comprehensive Plan; and,

WHEREAS, the Common Council of the City of West Allis approved Resolution R-2008-0203 toward the preparation of a grant application for the 2030 Comprehensive Plan

WHEREAS, the Common Council of the City of West Allis at its meeting November 5, 2008 approved Resolution No. R-2008-0234 the proposal and \$148,895 contract with PDI/Graef to prepare the City's 2030 Comprehensive Plan update; and,

WHEREAS, the City of West Allis will submit a performance report to the Wisconsin Department of Administration summarizing all grant activities.

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

1. That the Director of the West Allis Development Department is hereby authorized to execute, on behalf of the City, a Grant Agreement as attached hereto, from the Wisconsin Department of Administration in the amount of \$75,000.00.
2. That the City Attorney be and is hereby authorized to make such 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 transaction contemplated therein.

cc: Department of Development  
Grant Accounting Specialist

DEV-R-544-4-7-09

ADOPTED APR 07 2009

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

APPROVED 4/8/09

Dan Devine  
Dan Devine, Mayor

**FY 2009 COMPREHENSIVE PLANNING GRANT  
GRANT AGREEMENT**  
Between  
**THE STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION**  
And  
**City of West Allis**

**THIS AGREEMENT** is made and entered into by and between the State of Wisconsin ("State"), Department of Administration ("Department") and the City of West Allis ("Grantee"). This Agreement is complete and effective upon the signature of all parties.

**WHEREAS**, the Department administers the Comprehensive Planning Grant ("Grant") through the Division of Intergovernmental Relations ("Division") to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the Grantee has submitted an Application for the Grant to the Department and the Department, on reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of \$75,000; and

**WHEREAS**, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, the said communities found in Attachment A have agreed to the terms and conditions herein; and

**WHEREAS**, the Grantee is eligible for one Grant every ten years for developing and adopting a new or updated comprehensive plan(s) as defined by s. 66.1001(2); and

**WHEREAS**, this Agreement is a mutually exclusive with, and is distinguished from, all previous agreements between the Grantee and the Department, and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 through 16 which are annexed and made a part hereof.

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
Division of Intergovernmental Relations**

BY:   
MICHAEL L. MORGAN  
Department of Administration

DATE: 4/28/09

**City of West Allis**

BY:   
[Name and Title of Official]

DATE: 4-8-09

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. APPLICABLE LAW**

This Agreement shall be governed under the laws of the State of Wisconsin. The monies issued under this Agreement shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of the Comprehensive Planning Grant Program whether under local, state or federal law, without the consent of the Department.

### **ARTICLE 2. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the performance period of this Agreement and that in any manner affect the work or its conduct.

The Grantee shall indemnify and hold harmless the Department and the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractor(s), in performing work under this Agreement; brought for or on account of any obligations arising out of contracts between Grantee and its contractor(s) to perform services or otherwise supply products or services; or as a result of plan(s) implementation.

The Grantee shall also hold the Department and the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts. If federal law requires an audit and if the Grantee is also the recipient of state funds under the same or a separate grant program, then the state funded programs shall also be included in the scope of the federally required audit. Not more than fifty percent (50%) of the local match identified in the Application may be funded through federal grants and the remaining local match shall be financed by in-kind services or other grants. The Grantee shall comply with any requirements related to funding sources.

### **ARTICLE 3. STANDARDS FOR PERFORMANCE**

The Grantee shall perform the projects and activities as set forth in the Application and pursuant to the standards established by state and federal statute and administrative rules, and any other applicable professional standards. The Grantee, within a Metropolitan Planning Organization (MPO) area, shall work with the MPO, include the MPO in the planning process; and request MPO to review the transportation element for consistency with federal, state and regional plans. The Grantee shall coordinate planning efforts with the appropriate Department of Transportation district office.

### **ARTICLE 4. PUBLICATIONS**

All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name, but shall be subject to the Wisconsin Public Records Law, Wis. Stat. 19.21 *et seq.* Digital files of maps created for the comprehensive plan(s), such as current and future land use maps, shall be retained. The Department reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use the work for government purposes. A notation indicating the participation of and partial funding by the Department shall be carried on all reports, materials, data and/or other information produced as a result of this Agreement.

### **ARTICLE 5. EXAMINATION OF RECORDS**

The Department shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. All material shall be retained for three years by the Grantee following final payment under this Agreement. This provision shall also apply in the event of termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action.

Award Amount: \$75,000  
Agreement Number: AD099218

The minimum acceptable financial records to be maintained for the project consist of: 1) Documentation of all equipment, materials, supplies and travel expenses; 2) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 3) Rationale supporting allocation of space charges; 4) Documentation of contract services and materials; and 5) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects and/or programs.

#### **ARTICLE 6. PERFORMANCE REPORTS**

At a minimum the grantee shall submit to the Department a performance report in January of each year until project completion. The performance report shall identify the status of progress of tasks as provided in the Application. The final performance report must be submitted following the adoption by the local government(s) of the comprehensive plan(s). A performance report should accompany all payment requests (refer Article 14). No eligible costs shall be incurred prior to the execution of this Agreement.

#### **ARTICLE 7. PROJECT COMPLETION**

The comprehensive plan shall be completed within thirty (30) months of the Effective Date of the Agreement. The Effective Date shall be the date the Agreement is executed by the State of Wisconsin, Department of Administration representative. Project completion is defined as complying with all of the provisions of the approved grant application and all the requirements of 66.1001, including adoption of the final comprehensive plan(s) as required by 66.1001(4). The Grantee shall submit a copy of the draft comprehensive plan(s) at least 30 days prior to plan adoption.

#### **ARTICLE 8. EXTENSIONS**

The Grantee may request an extension(s) of the Department if the plan(s) will not be completed within the specified performance period. If the Grantee and the Department agree to the terms of the extension, the extension will be granted.

#### **ARTICLE 9. FAILURE TO PERFORM**

The Department reserves the right to suspend payments or request refund of funds if required reports are not provided to the Department on a timely basis or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if deficiencies related to the required reports or the filing of required reports, are discovered.

#### **ARTICLE 10. TERMINATION OF AGREEMENT; NOTICE**

The Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt of the notice as indicated on the Return Receipt shall be the effective date of the Department Notice of Termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. In the event the Agreement is terminated by the Department for failure to perform as set forth in Article 9, the Grantee shall refund to the Department within forty-five (45) days of the effective date of the Department Notice of Termination all payments made by the Department to the Grantee hereunder.

The Grantee may terminate this Agreement, by delivering written notice to that effect to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of the Grantee Notice of Termination. In the event the Agreement is terminated by Grantee, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of Grantee Notice of Termination any payment made by the Department to the Grantee.

#### **ARTICLE 11. CANCELLATION FOR CAUSE**

The Department reserves the right to cancel any Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the any terms and conditions of this Agreement.

#### **ARTICLE 12. NON-APPROPRIATION OF FUNDS**

This Grant shall be terminated without penalty upon failure of the Legislature to appropriate the funds necessary to carry out its terms.

#### **FISCAL TERMS AND CONDITIONS**

#### **ARTICLE 13. ELIGIBLE COSTS**

Eligible costs are auditible costs that are directly attributable to Grant activities and identified and approved in the Application and further defined in Administrative Rule Adm 48.03. No eligible costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement. Costs only as identified in the Budget and described in the Application are allowed.

#### **ARTICLE 14. METHOD OF PAYMENT**

Payments shall be used exclusively for expenses incurred during the performance period. Payments for the Award may occur on a quarterly basis. When seeking payment, the Grantee shall submit a performance report as required under Article 6, the standardized reimbursement invoice form, and a detailed expenditure report of the actual expenses including copies of vendor invoicing.

Upon adoption of the comprehensive plan(s) by the local government(s) and submission of a request for final reimbursement in a cover letter, the final adopted comprehensive plan(s) with at least one copy in electronic form, a copy of the ordinance(s) enacted to adopt the comprehensive plan(s), a final performance report, and a standardized invoice form with expenditure report, payment of the remaining twenty-five percent (25%) shall be disbursed. All required materials for final payment of any and all funds awarded by this Agreement shall be received by the Division sixty (60) days following the end of the performance period at the following address:

**Comprehensive Planning Grant Program  
Division of Intergovernmental Relations  
101 E. Wilson Street, 10<sup>th</sup> Floor  
Madison, WI 53702**

#### **ASSURANCES**

#### **ARTICLE 15. NONDISCRIMINATION IN EMPLOYMENT**

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin.

This provision 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. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause."

#### **ARTICLE 16. DISCLOSURE**

The Grantee shall not engage the service of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

Award Amount: \$75,000  
Agreement Number: AD099218

**Attachment A**

City	West Allis
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**Award Amount: \$10000  
Agreement Number: AD099203**