



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2003-0123

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 2003 Community Development Block Grant Funds in the sum of approximately \$64,600.

Introduced: 04/02/2003

Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

MOVER: Reinke AYES 5 NOES 0
SECONDER: Lajser EXCUSED —
COMMITTEE ACTION DATE 4-2-03

SIGNATURES OF COMMITTEE MEMBERS

Chair

Vice-Chair

COMMON COUNCIL ACTION adopted

FINAL ACTION DATE 4-2-03

MOVER:

Czaplewski

SECONDER:

Barczak

	AYE	NO
1. Barczak	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Czaplewski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Kopplin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lajser	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Murphy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Narlock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Reinke	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Sengstock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Trudell	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Vitale	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTAL	<u>9</u>	<u>—</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0123

Final Action:

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 2003 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 the Community Development Block Grant Activity Request Form 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.

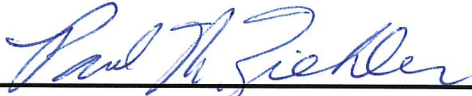
BE IT FURTHER REOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper 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-293-4-2-03\jmg

ADOPTED

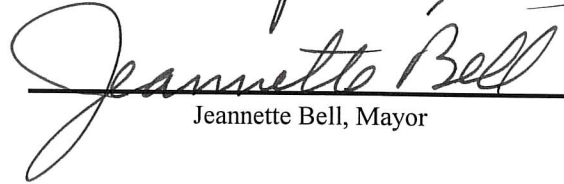
04/02/2003



Paul M. Ziehler, Acting City Clerk/Treasurer

APPROVED

April 4 2003



Jeannette Bell, Mayor

Subgrantee Agreement - Part 1

CONTRACT FOR SERVICES

CONTRACT NO. 20363

City of West Allis
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

DATE OF AWARD

Distribution:

Original - Department of Development

Copy 1 - Contractor

SERVICE DESCRIPTION (General): Micro Enterprise Development Assistance Project (see Exhibit "A")
TIME OF PERFORMANCE: 12 Months
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").

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, 2003, 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 A which is attached hereto and made a part hereof. The CONTRACTOR certifies that the activities carried out in Exhibit A 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 Address 2745 North Dr. Martin Luther King Dr.
Wisconsin Women's Business Initiatives Corp

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, 2003, 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: April 4, 2003

By: Wendy K. Werkmeister
Wendy K. Werkmeister, President
Date: 4/03

Countersigned:

By: Paul M. Ziehler
Paul M. Ziehler, City Administrative Officer
Date: 4/4/03

Witness:

Examined and approved as to form
and execution this 29 day of
May, 2003.

Scott
City Attorney

CERTIFICATE RE: CORPORATION

I, _____ certify that I am the _____ (Official Capacity)
of the above CONTRACTOR named herein; that _____, who executed this
Contract on behalf of the CONTRACTOR was then _____ (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 _____ this _____ day of _____, 19 _____.

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 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 to 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.

XVIV. 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.

XX. Retention of Records. Contractor agrees to retain all records relating to this Agreement for no less than three years following the final payment hereunder.

Exhibit A

PROJECT DESCRIPTION

A. Community Problem/Concern

Small businesses serve as the backbone of the U.S. economy by creating 80% of all new private sector jobs, employing 50% of the nation's workforce, and creating jobs at 1/10th the cost of new jobs created by Fortune 500 companies. However, the lack of access to capital and quality business assistance prevents many entrepreneurs from achieving self-employment. Many existing and future small business owners need to build their management skills, develop strong marketing strategies, understand the importance of equity, and find sources of capital to fund their stabilization or expand operations. Furthermore, low and moderate-income people find the barriers standing in the way of their self-employed insurmountable and, subsequently, abandon their thoughts of pursuing a dream. In the face of these obstacles, ideas fade, along with the potential for economic growth for the individual and the community overall.

B. Primary Objectives

The Wisconsin Women's Business Initiative Corporation (WWBIC) will offer services to meet the following two program objectives:

1. Provide capital to business owners through the establishment of a micro-loan fund, and
2. Enhance and develop business skills by providing training and assistance to West Allis entrepreneurs and business owners.

C. Target Population

For the purpose of this contract and consistent with the regulations set forth by Housing and Urban Development (HUD) through Community Development Block Grant (CDBG), services will be made available to any commercial micro-enterprises defined as a business with five or fewer employees. Individuals eligible for "Program Outreach" assistance or "Business Development" assistance must either own a business located in West Allis or be a resident of West Allis. Individuals eligible for "Access to Capital" assistance must currently own a business located in West Allis or intend to open a business in West Allis. To meet the national objectives of the CDBG program, the owner of a micro-enterprise must also be:

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

SCOPE OF SERVICES

In order to serve the target population and meet program objectives, WWBIC will offer the following services. See the corresponding measurement of objectives below:

Objective One - Provide Access to Capital

1. Direct Lending- WWBIC will continue to manage the West Allis Micro-loan Fund, a fund specifically for micro enterprises in West Allis. In 2003, WWBIC 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. All loans will remain property of the City of West Allis.

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.

2. Loan Administration – On behalf of the City of West Allis, WWBIC will disburse funds, collect and monitor payment of the loans made in 2000 - 2003 through the Micro-Loan Fund. WWBIC program staff will also provide ongoing case management services to West Allis loan clients throughout the contract period.

3. Other lending services - 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

1. 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.

2. 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.

3. WWBIC's Start Smart – *Start Smart* is a 16-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 2003,

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.

4. 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.

Objective	Activity	Q1	Q2	Q3	Q4	Total	Required
Program Outreach	# WA direct mailings	200	150	100	50	500	
	# WA residents who attended introductory workshops	15	15	10	5	45	
Business Development	# Assessments completed	10	12	8	5	35	35
	# LMI / or potential of hiring LMI					25	
	# 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 WA in other WWBIC courses		2	2		4	
	# of WA attendees at BFS	4		4		8	
	# of hours of business development*	100	150	150	100	500	500
Access to capital	# of loans packaged	1	2	4	1	8	
	# of loans presented to WA EDPC	1	1	2	1	3	3
	# of referrals to other lenders	1	1	1	1	4	

* Includes class time, loan preparation and business assistance.

MANAGEMENT CAPACITY/PROGRAM BUDGET

WWBIC has developed a staff with diverse backgrounds and experiences to enable the organization to provide quality services to the community. Currently WWBIC has 21 full-time or equivalent full-time members and a contract employee. President, Wendy K. Werkmeister has led WWBIC for the past 8 years, and has developed its growth from a \$225,000 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 is the West Allis Program Director. 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. (See attachments for current board list). 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.

2003 BUDGET

West Allis 2003 Program Budget

Item	Position	Activity	% of Time	Time Hrs/Yr	Detail	Total
Salary & Fringe Benefits						
Personnel						
Program Director						
		Assessments	11%	229	\$ 4,345	
		Business Development	14%	286	5,431	
		Loan Administration	6%	114	2,173	
		Loan Client Prep/Loan Committee Prep	11%	229	4,345	
		Marketing/Recruting	8%	172	3,259	
		Reporting/Compliance	3%	57	1,086	
		Training Classes	3%	57	1,086	
		Total	55%	1,144		\$ 21,725
VP Lending						
		Loan Client Prep/Loan Committee Prep	6%	125	\$ 3,150	
		Reporting/Compliance	1%	21	525	
		Supervising/HR	3%	62	1,575	
		Total	10%	208		\$ 5,250
Controller						
		Reporting/Compliance	3%	62	\$ 1,575	
		Supervising/HR	1%	21	525	
		Total	4%	83		\$ 2,100
Loan Fund Manager						
		Assessments	5%	104	\$ 2,625	
		Loan Client Prep/Loan Committee Prep	5%	104	2,625	
		Total	10%	208		\$ 5,250
Accounting Coordinator						
		Reporting/Compliance	12%	250	\$ 4,080	
		Total	12%	250		\$ 4,080
Trainer						
		Training Classes	9%	187	\$ 2,170	
			9%	187		\$ 2,170

Total Personnel	\$ 40,575
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Fringe Benefits	\$ 10,230
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Total Salary & Fringe Benefits	\$ 50,805
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Support Cost

Rents/Utilities	\$ 2,900
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Office Supplies & Materials	1,100
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Maintenance Exp	400
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Telecommunication & Leased Equipment	1,175
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Other	800
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Mileage / Transportation	1,210
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Postage	800
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Duplicating, Printing, Business Meetings	2,135
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Books, Periodicals & Memberships	800
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Total Support Cost	\$ 11,320
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Consultants Cost

Professional Services & Consulting	\$ 2,475
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Total Consultants Cost	\$ 2,475
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Total Cost	\$ 64,600
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Compensation and Reimbursement Schedule

Compensation And Reimbursement Schedule

Activity	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Assessments	\$ 1,743	\$ 1,743	\$ 1,743	\$ 1,743	\$ 6,970
Business Development	1,358	1,358	1,358	1,358	5,431
Loan Administration	543	543	543	543	2,173
Loan Client Prep/Loan Committee Prep	2,530	2,530	2,530	2,530	10,120
Marketing/Recruting	815	815	815	815	3,259
Reporting/Compliance	1,817	1,817	1,817	1,817	7,266
Supervising/HR	525	525	525	525	2,100
Training Classes	814	814	814	814	3,256
Fringe Benefits	2,558	2,558	2,558	2,558	10,230
Support and Consultants Cost	3,449	3,449	3,449	3,449	13,795
Total	\$ 16,150	\$ 16,150	\$ 16,150	\$ 16,150	\$ 64,600

City and Contractor agree that compensation and reimbursement for expenses shall take into account Contractor's performance against the Standards of Performance shown on Exhibit C. Should Contractor's quarterly Performance Report show that Contractor has failed to meet the required performance standards, City is entitled to hold back ten percent (10%) of Contractor's quarterly compensation request, until Contractor has demonstrated that quarterly performance standards have been met. City has the right to require documentation of project costs and project performance.