

14



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2004-0032	Resolution	In Committee
Resolution approving Subgrantee Agreement by and between the City of West Allis and the West Allis-West Milwaukee Family Resource Center, a family counseling project, funded by 2004 Community Development Block Grant Funds in the sum of approximately \$42,000.		
Introduced: 2/3/2004		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Adopted

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

C: Dev. Dept.
Chris Kenney

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

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

ADVISORY

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

LICENSE AND HEALTH

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

SAFETY AND DEVELOPMENT

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

PUBLIC WORKS

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



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0032

Final Action:

FEB 03 2004

Resolution approving Subgrantee Agreement by and between the City of West Allis and the West Allis-West Milwaukee Family Resource Center, a family counseling project, funded by 2004 Community Development Block Grant Funds in the sum of approximately \$42,000.

WHEREAS, funding has been reserved for the West Allis-West Milwaukee Family Resource Center from Community Development Block Grant Funds for support activities that provide services to merchants and property owners to create or retain employment opportunities and to remove conditions of blight from the District; 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 Family Resource Center, a family counseling project, is hereby approved.

BE IT FURTHER RESOLVED that the sum of approximately Forty-two Thousand Dollars (\$42,000) 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-326-2-3-04\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. 20449

DATE OF AWARD: _____

Distribution:

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

SERVICE DESCRIPTION (General): Family Resource Center (see Exhibit "B")
TIME OF PERFORMANCE: January 1, 2004 to December 31, 2004
TOTAL AMOUNT OF CONTRACT: Forty Two Thousand Dollars (\$42,000)

THIS AGREEMENT, entered into by and between West Allis-West Milwaukee Family Resource Center, (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-2004-0032 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 _____ Address _____

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: Refer to Section H of the attached Exhibit A.
- 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 the maximum as indicated on page 1 under "Total Amount of Contract", inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required.
- 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 City, within 30 days following the each quarter, a quarterly report 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.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

CONTRACTOR

By: Jeannette Bell
Jeannette Bell, Mayor
Date: February 10, 2004

By: Joan M. Luedke
Title: Program Director
Date: March 2, 2004

Countersigned:

By: Paul M. Ziehler
Paul M. Ziehler, City Administrative Officer
Date: 2/10/04

Witness:

Hermine Couturier

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

Scott Post
Scott Post, 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 _____, 20_____.

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 or 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

Project No.

City of West Allis CDBG Project Application Funding Year 2004

Section A: Primary Information

1. Applicant/Organization: West Allis/West Milwaukee Family Resource Center
2. Project Title: Family Resource Center
3. Project Description: (Limit 180 characters. Please note that this description will be used in all reports)
The Family Resource Center is a place for families to come together with other families to learn, play, and interact. It empowers families to enhance their existing strengths to support our communities greatest Resource - Our children.
4. Applicant/Organization Mailing Address: 6213 West Lapham Street, West Allis, WI 53214
5. Primary Contact Person: Joan M. Luedke
6. Phone Number: 604-3900 x1816 or 690-8258 (cell)
7. E-mail: jluedke@earthlink.net

Section B: Summary Budget

Please complete Section G before completing this section.

1. Total Salary & Fringe Benefits Costs (Form 1, Line 3)	\$ <u>32,000.00</u>
2. Total Staff Support Costs (Form 1, Line 16)	\$ <u>10,000.00</u>
3. Total Consultant Costs (Form 1, Line 21)	\$ <u>-0-</u>
4. Total Capital Costs (Form 1, Line 25)	\$ <u>-0-</u>
5. Total Request (Must Equal Sum of Lines 1-4)	\$ <u>42,000.00</u>

Will prior year funds be spent on this project? Y NO N \$ Amount

Did this project previously receive funding through the City of West Allis CDBG Program? If yes, please include years and amount funded: 1999-\$30,000; 2000-\$40,000; 2001-\$42,000; 2002-\$42,000; 2003-\$42,000

Do you anticipate this funding request to be:

- One Time Only
 X Indefinite, future City CDBG funding may be sought

Section C: Type of Applicant: (Please Check One)

- City Department
- Non-Profit Organization
- Religious Organization
- Educational Institution
- Special Governmental District (School District, etc.)
- Economic Development Corporation
- Other (describe) _____

Section D: Project Category: Public Services

Please refer to the Appendix (pages 13-16) if help is needed in determining your project category.

**Section E: National Objective to be Met and Project Eligibility
Justification: Low/Moderate Income Area Benefit**

Please refer to the descriptions of National Objectives provided in the Appendix (pages 13-16) to determine the appropriate National Objective for your proposed project.

**Please Provide the Appropriate Justification for Your Selected
National Objective in the Space Provided Below:**

Approximately 80% of our clientele come from the targeted area represented in the chart on Attachment "A"

Section F: Proposal Description

In the space provided below describe the specific activity for which City of West Allis CDBG funds are being sought. This should be described in some detail sighting the National Objective that will be met. If the activity is a service, describe the service, the intended beneficiaries, and the intended result. If the activity is a physical improvement, describe what it is that will be improved, how the improvement will be made, who will benefit from the improvement, and what will be the desired result. Finally, describe the need(s) in the community that your proposed project is designed to address. Include benchmarking techniques you will use to measure your project's progress toward its intended goals. The following will be presented to the Block Grant Committee for project selection.

The CDBG Funds are being sought to pay the salary of the Coordinator (30hrs per/wk at \$13.75 per/hr = \$21,000.00) and support staff (25hrs per/wk at \$10.70 per/hr = \$11,000.00). Coordinator will work approximately 50 weeks and support staff approximately 46 weeks per/year. We will use \$1,500.00 for travel and education of staff and volunteers. This will include attendance at the National Family Support Conference in Chicago, Illinois. The Center will put \$5,600.00 towards family activities, children workshops, parent education materials & workshops, playgroups, Dad/Child workshops, computer items and training, and teen parent materials and education. The remainder of funds (\$2,900.00) will go for operating costs of the Center (postage, printing, advertising, maintenance contracts, office supplies, cleaning supplies, parent resource materials, art supplies, and child learning materials).

The West Allis-West Milwaukee Family Resource Center is designed to provide a comprehensive, coordinated child and family centered plan that brings resources together to provide preventative services in a timely, effective, and user-friendly manner. What are the goals of the West Allis-West Milwaukee Family Resource Center? The focus of the Center is to provide assistance to families to:

- Promote the healthy growth and development of children by assisting families to identify and address any home or community barriers to a child's success in school;
- Assist families to develop parenting skills that can promote the optimal development of children;
- Ensure that families have access to and are connected with appropriate community resources and receive from those resources the help that they need;
- Encourage social support linkages and networks among families, thereby reducing isolation and promoting family involvement in community activities;
- Generating optimal parental and family involvement by offering learning and service opportunities that will enable parents and other family members to participate in center and community activities as providers, participants and volunteers.

The West Allis-West Milwaukee Family Resource Center offers the following programs and services:

- * Play Groups (3x's per/wk)
- * Monthly Family Activities
- * Weekly Children's Events
- * Parent/Child Workshops
- * Parent Resource Center
- * Information & Referral Services
- * Lending Library (Toys, Books, Games, Videos, & Puzzles)
- * We Grow Program (Fitness, Nutrition & Safety for Infants & Toddlers)
- * Holiday Parties
- * Parent Education Workshops
- * Calling All Dads Workshops
- * School-Age Parent Program
- * "Mom's" Support Group
- * Reading Buddies

The Family Resource Center has proven to be effective in our community. We have identified and referred families to the appropriate resources for situations involving eating disorders, stress management, possible domestic violence, A.D.D. in a child, post-partem depression, speech problems, reflex disease in an infant and depression. Families have indicated a positive change in family behavior and quality family time because of their involvement at the Center. The Center has also had a positive impact on school readiness for several children. We use a specific evaluation plan designed for families to assess the efficiency, effectiveness, and excellence with which the goals of this project are achieved and the impact of the service delivery and activities on the lives of the families of the community.

Section G: Project Location

In the space below identify the specific location of the proposed project. If the activity is site specific, provide the street address of the activity or some other readily recognizable description. If the activity is a service, provide the address of the site or sites from which the service will be provided. If needed, please use the provided Census Tract and Block Group Maps as well as the tables found in the Appendix (pages 17-19).

WA/WM Family Resource Center
6213 W. Lapham Street
West Allis, WI 53214

Section H: Project Service Area

In the space below specifically describe the service area of the project. You may use street boundaries, census tract information, or other recognizable boundaries of the service area. A service area may differ substantially from the project's specific location as reported above. A service area is where the project beneficiaries come from, where residents using the facility live, or that area a planning study covers. If a proposed project will provide a service that is available to residents throughout West Allis simply state that the project is City-wide. Please use the provided Census Tract and Block Group Maps as well as the tables found in the Appendix (pages 17-19).

**We have concentrated our efforts in the areas represented in the graph on Attachment "B".
We also service other areas of the community with additional grants and miscellaneous donations from other sources.

Section I: Proposal Beneficiaries

Accomplishment Type: Select the one type of accomplishment which your project will address and indicate the number that would benefit from this activity. For example, if you expect to serve 70 youth with your project, put down "70" in front of "youth", or if you will rehabilitate 30 housing units, put down "30" in front of "housing units".

<u>250</u> People (general)	_____ Households (general)	_____ Organizations	_____ Businesses
_____ Housing Units	_____ Public Facilities	_____ Feet of Public Utilities	_____ Jobs

You do not have to complete this next portion if you selected **Prevention or Elimination of Slum or Blight** or **Community Urgent Need** as National Objective that will be met by your project. However, all projects using **Low/Moderate Income** as the National Objective must complete the following section.

1. Please provide the projected number of total beneficiaries. (use only one category)

Persons	<u>300</u>	(or)
Households	_____	

2. Please provide the projected percentage of total beneficiaries that are of low/moderate income status. Low/Moderate income persons or households must comprise 51% of the total beneficiaries for the project to qualify for CDBG funding. Please refer to the Tables listing current low to moderate income levels that has been included in the Appendix (pages 17-19).

% Low/Moderate Income Persons 80 % (or)
 % Low/Moderate Income Households

3. Ethnicity of projected number of total beneficiaries described. The most recent U.S. Bureau of Census Data may be used.

Category	Percent per 2000 Census Data		Total
White, non-Hispanic	94%		76.1
Black, non-Hispanic	1.3%		.04
American Indian or Alaskan Native	less than 1%		.01
Hispanic	3.5%		.18
Asian	1.3%		.11
Pacific Islander	less than 1%		0
Female Head of Household	10.6%		.6

4. Fill in the data that applies to the one "presumed benefit" clientele your project will serve. The total of these categories should be the same amount indicated on the prior page in the accomplishment area. Complete Male and Female data only if figures are available. If your project does not serve a "presumed benefit" you do not have to fill in any data.

N/A

Category	Male	Female	Total
Abused Children			
Battered Spouses			
Elderly			
Severely Disabled Adults			
Homeless			
Illiterate Adults			
Persons Living with AIDS			

Section J: Proposed Use of Funds

Schedule 1A: Staff Positions and Payroll Costs

Position Title	Existing or New Position?	Average Annual Salary	Total Salary	% Effort	Cost to Project
Coordinator	Existing	\$24,000.00	\$24,000.00		\$21,000.00
Support Staff	Existing	\$15,000.00	\$15,000.00		\$11,000.00

Fringe benefits can include Social Security Tax (employer's share), pension, employer's share of employee's annuity payments, worker's compensation, and health, life, and unemployment insurance.

TOTAL:	
1. Salaries	\$ 32,000.00
2. Fringe Benefit Costs	\$ -
3. Total Salary and Benefits	\$ 32,000.00

Schedule 1B: Support Costs

LINE ITEMS

4.	Rent	\$ <u>0</u>
5.	Maintenance Service	\$ <u>300.00</u>
6.	Telephone/telecommunications	\$ <u>0</u>
7.	Office materials/supplies	\$ <u>2000.00</u>
8.	Postage	\$ <u>300.00</u>
9.	Duplicating/printing	\$ <u>300.00</u>
10.	Books/periodicals	\$ <u>300.00</u>
11.	Mileage (____ miles @ \$.____ mile)	\$ <u>0</u>
12.	<u>Playgroups, Lending Library, Activity & Workshop Expenses,</u>	\$ <u>5300.00</u>

EXPLAINED/IDENTIFIED ITEMS (Describe Each)

13.	Office Furniture/business equipment	\$ <u>0</u>
14.	Travel	\$ <u>1500.00</u>
15.	Total Support Costs	\$ <u>10,000.00</u>

Section K: Sources of Funds

Identify all of the anticipated funding (including CDBG) to complete the project.

Project Year 1

<u>Sources</u>	<u>Tentative/Committed</u>	<u>Amount/Value</u>
1. CDBG	Tentative	\$ 42,000.00
2. Milwaukee Brighter Futures	Tentative	\$ 8,000.00
3. WA/WM Recreation Dept.	Committed (Rent)	\$ 7,200.00
4. WA/WM School District	Committed (In-Kind)	\$ 10,000.00
5. Foundation Grants & Donations	Tentative	\$ 10,000.00
6. WA Health Dept; WA Police & Fire Dept.	Committed (In-Kind)	\$ 10,000.00
Total Year 1 Project Budget		\$ 87,200.00

Project Year 2

<u>Sources</u>	<u>Tentative/Committed</u>	<u>Amount/Value</u>
1. CDBG	Tentative	\$ 42,000.00
2. Milwaukee Brighter Futures	Tentative	\$ 8,000.00
3. WA/WM Recreation Dept.	Committed (Rent)	\$ 7,200.00
4. WA/WM School District	Committed (In-Kind)	\$ 5,000.00
5. Foundation Grants & Donations	Tentative	\$ 15,000.00
6. WA Health Dept; WA Police & Fire Dept.	Committed (In-Kind)	\$ 10,000.00
Total Year 2 Project Budget		\$ 87,200.00

Project Year 3

<u>Sources</u>	<u>Tentative/Committed</u>	<u>Amount/Value</u>
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
Total Year 3 Project Budget		\$
Total Project Budget		\$

Section L: Certification

Applicants other than the City of West Allis Departments MUST COMPLETE THE FOLLOWING:

I, Joan M. Luedke, Program Coordinator
(Chief Elected Officer of Board of Directors) (Your Title)
of WA/WM Family Resource Centers
(Name of Your Organization)

do hereby attest to and certify the following:

1. This application has been considered by the Board of Directors of this organization, and the Board, in a meeting of its quorum on the date of February 26, 2003, authorized by a majority vote the submission of this Application to the City of West Allis Community Development Block Grant Program.
2. The Board of Directors has authorized this organization to accept any funds granted by the City for this Application; and to implement the purposes of this Application it is herein described.
3. The Board of Directors has been informed of this and recognizes that this Application shall be operated in accordance with all relevant Federal, State, County and municipal legislation, codes, ordinances, or other controlling regulations, and furthermore, the Board recognizes and accepts whatever directions the City makes to ensure compliance with these.
4. The Board of Directors of this organization has considered and recognizes that the primary objectives of the Community Development Block Grant Program is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. The Board of Directors shall ensure that this Application, if accepted, shall be implemented consistent with this object.
5. This organization has the administrative capacity, financial accounting capability, and legal authority to carry out the Application.

Joan M. Luedke
(Signature)

8/6/03
(Date)

2000 CENSUS INFORMATION

CONCENTRATION OF LOW TO MODERATE INCOME

Project area consists of the largest continuous area with a Low/Mod population over 51%

Census Tract	Block Group	# in		
		# Low/Mod	Low/Mod Universe	% Low/Mod
1001	1	318	722	44.0%
1001	2	483	802	60.2%
1001	3	623	1114	55.9%
1001	4	587	1023	57.4%
1002	1	653	1008	64.8%
1002	2	440	781	56.3%
1002	3	500	824	60.7%
1002	4	399	818	48.8%
1003	1	335	557	60.1%
1003	2	909	1493	60.9%
1003	3	533	1015	52.5%
1004	3	354	707	50.1%
1004	1	177	595	29.7%
1005	2	418	820	51.0%
1005	3	588	1088	54.0%
1009	1	1170	2245	52.1%
1009	2	881	1463	60.2%
1010	1	779	1572	49.6%
1015	1	614	1196	51.3%
1011	1	528	1030	51.3%
1013	3	316	573	55.1%
1014	1	521	1063	49.0%
1015	1	614	1196	51.3%
1015	2	574	1325	43.3%
1015	3	549	1243	44.2%
1015	4	330	831	39.7%
1017	1	430	708	60.7%
1018	1	551	1028	53.6%
1016	1	327	796	41.1%
1016	2	212	612	34.6%
1016	3	245	655	37.4%
1016	4	308	739	41.7%
1016	5	274	508	53.9%
1016	6	394	1029	38.3%
		16934	33179	51.0%

Table 3

BUDGET 2004

<u>BUDGET CATEGORY</u>	<u>CDBG</u>	<u>IN-KIND</u>	<u>OTHER</u>	<u>TOTAL</u>
Personnel (inc. volunteers)	\$32,000.00	\$4,000.00	\$4,000.00	\$40,000.00
Fringe Benefits	None	None	None	\$0.00
Consultant Services		\$1,500.00		\$1,500.00
Travel & Education (staff)	\$1,500.00	\$500.00	\$200.00	\$2,200.00
Consumable Supplies	\$2,000.00	\$1,000.00	\$500.00	\$3,500.00
Equipment Rental		\$2,500.00		\$2,500.00
Space (Rent)			\$7,200.00	\$7,200.00
Service Contracts	\$300.00	\$200.00		\$500.00
Computer Items & Training	\$100.00	\$500.00		\$600.00
Maintenance		\$2,000.00		\$2,000.00
Postage	\$300.00	\$100.00		\$400.00
Duplicating/Printing	\$300.00	\$3,000.00		\$3,300.00
Books/Periodicals	\$300.00	\$500.00	\$200.00	\$1,000.00
Playgroups/Lending Library	\$2,000.00	\$1,000.00	\$200.00	\$3,200.00
Activities/Workshops	\$2,000.00	\$1,000.00	\$200.00	\$3,200.00
Parent Workshops & Materials	\$600.00	\$1,500.00		\$2,100.00
We Grow Program	\$500.00	\$500.00	\$4,000.00	\$5,000.00
School-age Parent Activities	\$100.00	\$200.00		\$300.00
TOTALS	\$42,000.00	\$20,000.00	\$16,500.00	\$78,500.00

This budget itemizes all programs that are conducted in relation to the Family Resource Center. These amounts are estimates based on the current year expenses. These amounts may vary per program, but the total expenses will not exceed the grant award.

** A complete 2003 audit /claim will be conducted by the WAWM School District at the end of December, 2003, when the current grant term ends.

**BOARD OF DIRECTORS
WA/WM FAMILY RESOURCE CENTER
2002-2003**

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VICE PRESIDENT: Karie Pollard
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(414) 604-3000

JIM MEJCHAR Chamber of Commerce - City of West Allis

* The Board of Directors meets three times a year and holds elections for officers every two years. We have an annual meeting in February.