

19



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0126	Resolution	In Committee
Resolution approving Subgrantee Agreement by and between the City of West Allis and the Downtown West Allis Business Improvement District for support activities that provide services to merchants and property owners to create or retain employment opportunities, funded by 2003 Community Development Block Grant Funds in the sum of approximately \$45,000.		
Introduced: 04/02/2003		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Adoption

MOVER: *Reinke* AYES *5* NOES *0*

SECONDER: *Lajcsic* 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	<i>ex</i>	<input type="checkbox"/>
4. Lajcsic	<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><i>9</i></u>	<u> </u>

At Sec. Dept.
above Pharmacy



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0126

Final Action:

Resolution approving Subgrantee Agreement by and between the City of West Allis and the Downtown West Allis Business Improvement District for support activities that provide services to merchants and property owners to create or retain employment opportunities, funded by 2003 Community Development Block Grant Funds in the sum of approximately \$45,000.

WHEREAS, funding has been reserved for the Downtown West Allis Business Improvement District from the Community Development Block Grant Activity Request Form for support activities that provide services to merchants and property owners to create or retain employment opportunities; 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 Downtown West Allis Business Improvement District, for support activities that provide services to merchants and property owners to create or retain employment opportunities, is hereby approved.

BE IT FURTHER RESOLVED that the sum of approximately Forty-five Thousand Dollars (\$45,000) 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 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-297-4-2-03\jmg

ADOPTED

April 2 2003

Paul M. Ziehler

Paul M. Ziehler, Acting City Clerk/Treasurer

APPROVED

April 4 2003

Jeannette Bell

Jeannette Bell, Mayor

Subgrantee Agreement - Part 1

CONTRACT FOR SERVICES

CONTRACT NO. 20362

**City of West Allis
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

DATE OF AWARD

Distribution:

Original - Department of Development

Copy 1 - Contractor

SERVICE DESCRIPTION (General): Downtown West Allis Business Improvement District
(see Exhibit "A")

TIME OF PERFORMANCE: January 1, 2003 and December 31, 2003

TOTAL AMOUNT OF CONTRACT: Forty-Five Thousand (\$45,000)

THIS AGREEMENT, entered into by and between Downtown West Allis Business Improvement District (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: _____ 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, 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: Downtown West Allis Business Improvement District located between 70 and 76 Streets and adjacent sidestreets.
- 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 of \$45,000.

- 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.

(Signatures on next page)

CITY OF WEST ALLIS,
A Municipal Corporation

By: Jeannette Bell
Title: Jeannette Bell, Mayor
Date: April 4, 2003

Countersigned:

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

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

Scott Post
Scott Post, City Attorney

CONTRACTOR
Downtown West Allis Business Improvement District

By: [Signature]
Title: EXECUTIVE DIRECTOR
Date: 4-16-03

Witness:

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 filed 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.

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.

**City of West Allis
Community Development Block Grant
Project Application for Funding Year 2003**

Submitted by:

DOWNTOWN WEST ALLIS BUSINESS IMPROVEMENT DISTRICT



Mission:

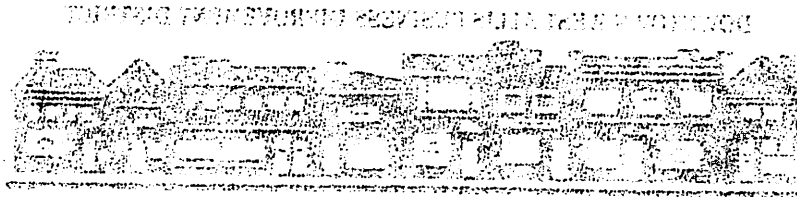
**"To build a positive image that encourages customer growth
and welcomes community involvement"**

July 26, 2002

2011

which leads to the
third level of involvement, the third
level of participation, the third level of involvement

and involvement



10/11/11

along with the other two, but the other two are not
the same as the other two, they are not the same

10/11/11

City of West Allis CDBG Project Application Funding Year 2002

Section A: Primary Information

1. Applicant/Organization: Downtown West Allis Business Improvement District
2. Project Title: Downtown West Allis – A Main Street Community
3. Project Description: (Limit 180 characters. Please note that this description will be used in all reports)

“The Downtown West Allis – A Main Street Community” project has three major objectives. First, preserving the economic vitality of the 100-year old shopping district by promoting the area and strengthening the small businesses of the downtown. Next, utilizing Community Development Block Grant funds strengthen business recruitment and retention incentives through Relocation Assistance and Signage Assistance Programs. These programs benefit the area by creating employment opportunities for low/moderate income persons. Finally, the maintenance of the city center exemplifies community pride, successful businesses, and reflects our community’s culture.

4. Applicant/Organization Mailing Address: 7231 W. Greenfield Avenue, West Allis, WI 53214
Email: pschloss@netwurx.com
5. Primary Contact Person: Patrick Schloss – Acting Executive Director
6. Phone/Fax Number: Phone: (414) 774-2678 Fax: (414) 774-7728

Section B: Summary Budget

Complete Section G before completing this section.

- | | |
|--|------------------|
| 1. Total Salary & Fringe Benefits Costs (Form 1, Line 3) | <u>\$ 16,000</u> |
| 2. Total Staff Support Costs (Form 1, Line 16) | <u>\$ 1,200</u> |
| 3. Total Consultant Costs (Form 1, Line 21) | <u>\$ 0</u> |
| 4. Total Capital Costs (Form 1, Line 25) | <u>\$ 27,800</u> |
| 5. Total Request (Must Equal Sum of Lines 1-4) | <u>\$ 45,000</u> |

Will prior year funds be spent on this project? X Y N \$ Amt.

Did this project previously receive funding through the City of West Allis CDBG Program? Yes

City of West Allis 21500 Project Application Funding Year 2021

Section A: General Information

1. Applicant Name: West Allis Community Development
 2. Project Name: West Allis - A Main Street Community Project
 3. Project Description: The project is a main street community project that focuses on improving the economic vitality of the 10000-11000 block of West Allis Avenue. The project includes the construction of a new building, the renovation of existing buildings, and the installation of streetlights. The project is expected to create jobs and increase tax revenue for the City of West Allis.

4. Applicant Address: West Allis Avenue, West Allis, WI 53118
 5. Project Address: West Allis Avenue, West Allis, WI 53118
 6. Project Phone: (414) 334-1111
 7. Project Email: info@westalliswi.gov

Section B: Community Impact

8. Project Goals: The project goals are to improve the economic vitality of the 10000-11000 block of West Allis Avenue, to create jobs, and to increase tax revenue for the City of West Allis.

9. Project Benefits: The project benefits include the construction of a new building, the renovation of existing buildings, and the installation of streetlights. The project is expected to create jobs and increase tax revenue for the City of West Allis.

10. Project Risks: The project risks include the possibility of construction delays, the possibility of cost overruns, and the possibility of community opposition.

If yes, please include years and amount funded.

2001 - \$50,000 and 2002 - \$50,000

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

 X Special Governmental District (School District, etc.)

_____ Economic Development Corporation

_____ Other (describe) _____

Section D: Project Category:

Economic Development

Please refer to Pages (I-IV) in the Appendix if help is needed in determining your project category.

Section E: National Objective to be Met & Project Eligibility Justification:

Low/Moderate Income Area Benefit

Please refer to the descriptions of National Objectives provided in the Appendix Pages 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.

The Downtown West Allis BID selected Low/Moderate Income Area Benefit because we continue to focus on improving the neighborhood for low/moderate income residents by creating employment opportunities and working to maintain our clean and safe environment. The BID lies within Block 2 of U.S. Census Tract Boundary 1004 and Block 3 of U.S. Census Tract Boundary 1003. The concentration of low-moderate income residents is 69% and 42.4% respectively in a population of 718 total. In addition, we closely neighbor U.S. Census Tract Boundary 1002 Blocks 1 & 2 which have a concentration of low to moderate income residents within the project boundaries of 51.9% and 73.3%.

An additional benefit from our project is the continued effort to eliminate the blighted appearance of the downtown. Many of the aged buildings have higher than normal amounts of maintenance and other related costs. Our Signage Assistance Program encourages property owners to remove large antiquated signage and to improve rear entrances. At the halfway point for 2002, we assisted with the removal of one large obsolete sign.) In addition, we have worked with numerous property owners on improving their signage. Some examples include Orchard Dental, West Park Place, and Very Best Safe and Lock. We are currently working with several business and/or property owners on improving their facades and replacing old signage. Further, we continue to promote the installation of rear entrance awnings. Projects like these will continue to enhance the image of the district.

In summary, the above justification shows how we are focused on the health, safety, and welfare of all residents who utilize the downtown as neighbors, employees, or as visitors.

Section F: Proposal Description

In the space provided below describe the specific activity for which City of West Allis CDBG funds is 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.

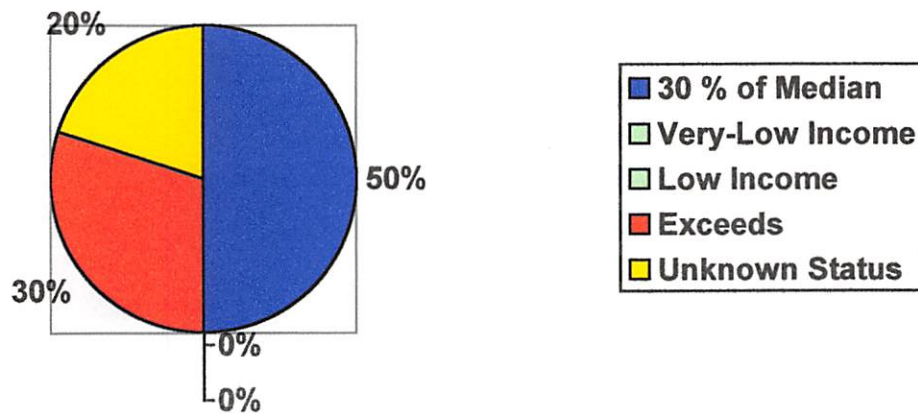
Objective 1: Business Development, Building Redevelopment, and Signage Assistance

A. Relocation Assistance Attracting New Businesses to fill Office/Retail Vacancies. **Includes Relocation/Retention Assistance to Businesses Expanding**

Goals: Fill Two Large Vacancies—over 3,000 sq. ft.
Fill Two Small Office/Retail Vacancies—under 3,000 sq. ft.

The above referenced programs contributed immensely to providing employment opportunities in our Downtown West Allis BID. Year to date, this program benefited a total of 10 employees. One business assisted had four employees indicating they were female head-of-households. The following chart shows the percentages of low-moderate income persons benefited by our programs.

Figure 1: Low-Moderate Income Persons Benefited by Downtown West Allis B.I.D. Program



B. Building Purchase and Redevelopment:

The Downtown West Allis BID has for long time been searching for a catalytic project to attract new investment and new residents to the Downtown. Many community organizations comparable to the BID are exploring purchasing or redeveloping a property within their designated district areas. A good example of this concept is the Downtown Beloit Association (DBA). The DBA successfully acquired a building and attracted a developer to rehabilitate a historic hotel. The organization served as the tool to open the doorway to many grants, tax credits, and alternative forms of financing.

The Downtown West Allis BID continues to face the plague of under performing properties (i.e., higher than normal costs of maintenance, vacancies, and poor ownership). Several properties have not seen reinvestment in years.

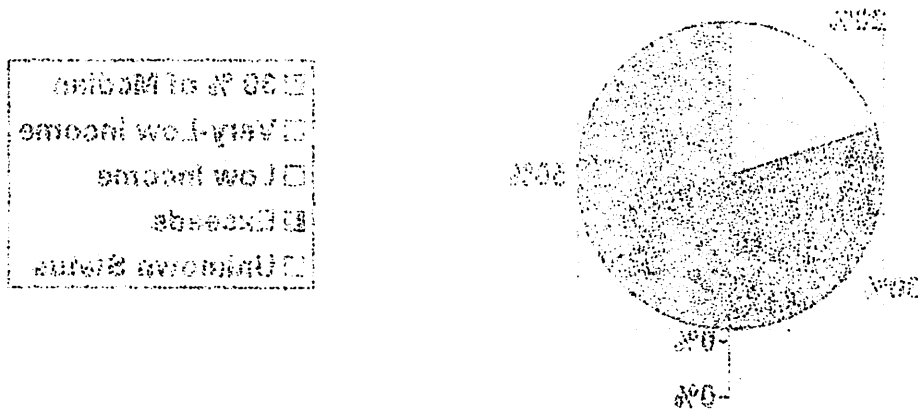
After obtaining the feasibility study on the prospective housing market, the Downtown West Allis BID proposes serving as an entity to acquire one nuisance property. The BID will form a private/public partnership with a developer to either redevelop or rehabilitate a property. These efforts will provide incentives for new investors to become more interested in the downtown while creating housing opportunities for low-moderate persons.

C. Signage Assistance

Goals: Remove two major obsolete signs
Assist five businesses with new signage

Note: Signage assistance requires our office to provide technical assistance for Downtown merchants. We provide design review, consult on signage ordinance compliance, and offer a list of signage companies.

Figure 1: Low-Moderate Income Housing Identified by Downtown West Alliance Program



B. Building Purchase and Rehabilitation

The Downtown West Alliance BID has for long time been searching for a catalytic project to attract new investment and new residents to the Downtown. Many community organizations committed to the BID are exploring purchasing or rehabilitating a property within their designated district areas. A good example of this concept is the Downtown Hotel Association (DHA). The DHA successfully acquired a building and attached a developer to rehabilitate a historic hotel. The organization served as the tool to open the doorway to many grants, tax cut-lift, and alternative forms of financing.

The Downtown West Alliance BID continues to face the plague of under performing properties (i.e., higher than normal costs of maintenance, vacancies, and poor ownership). Several properties have not seen reinvestment in years.

After obtaining the feasibility study on the prospective housing market, the Downtown West Alliance BID proposes serving as an entity to acquire and manage property. The BID will form a charitable partnership with a developer to either develop or rehabilitate a property. These efforts will provide incentives for new investors to become more interested in the downtown while creating housing opportunities for low-moderate income persons.

C. Business Assistance

Recent two major obsolete signs
 Assist five businesses with new signage
 Signage assistance requires our office to provide technical assistance for
 Downtown merchants. We provide design review, consult on signage
 ordinance compliance, and offer a list of signage companies

We are working with several merchants to enhance their signage. The BID Design Committee has several signs pending and should have several others grants before year-end. Two merchants have been provided signage proposals to improve their rear entrances with awnings indicating the business name and address. All of these projects will have a significant impact on the appearance of the downtown.

Objective II: Administrative

Goals: To improve the efficiency of the services offered by our office.
To maintain a valuable downtown manager and provide additional office support to further service member of the Downtown West Allis BID.

A. Grant Administration:

- Over staff hours provided to support for the numerous projects outlined in the approved Scope of Services for 2002. Besides the general paper work and meetings required for the BID's assistance programs, the downtown manager effectively fulfills the requirements of the Wisconsin Main Street Program.
- The Promotion Coordinator works to keep the web page and marketing information updated. The responsibilities of this employee include the continual promotion and marketing of the downtown. The Coordinator actively overlooks www.downtownwestallis.com.
- The BID office supports maintaining an additional phone line for fax and Internet service. This support includes an email account for our Executive Director.

We are working with several merchants to enhance their signage. The BID for the year 2007 has several signs pending and should have several more signs pending year-end. Two merchants have been provided signage proposals to improve their rear entrances with awnings. Bidding for business signs and address. All of these projects will have a significant impact on the appearance of the downtown.

Objective II: Administration

To improve the efficiency of the services offered by our office. To ensure a valuable downtown manager and provide additional office support to further service members of the Downtown West Area BID.

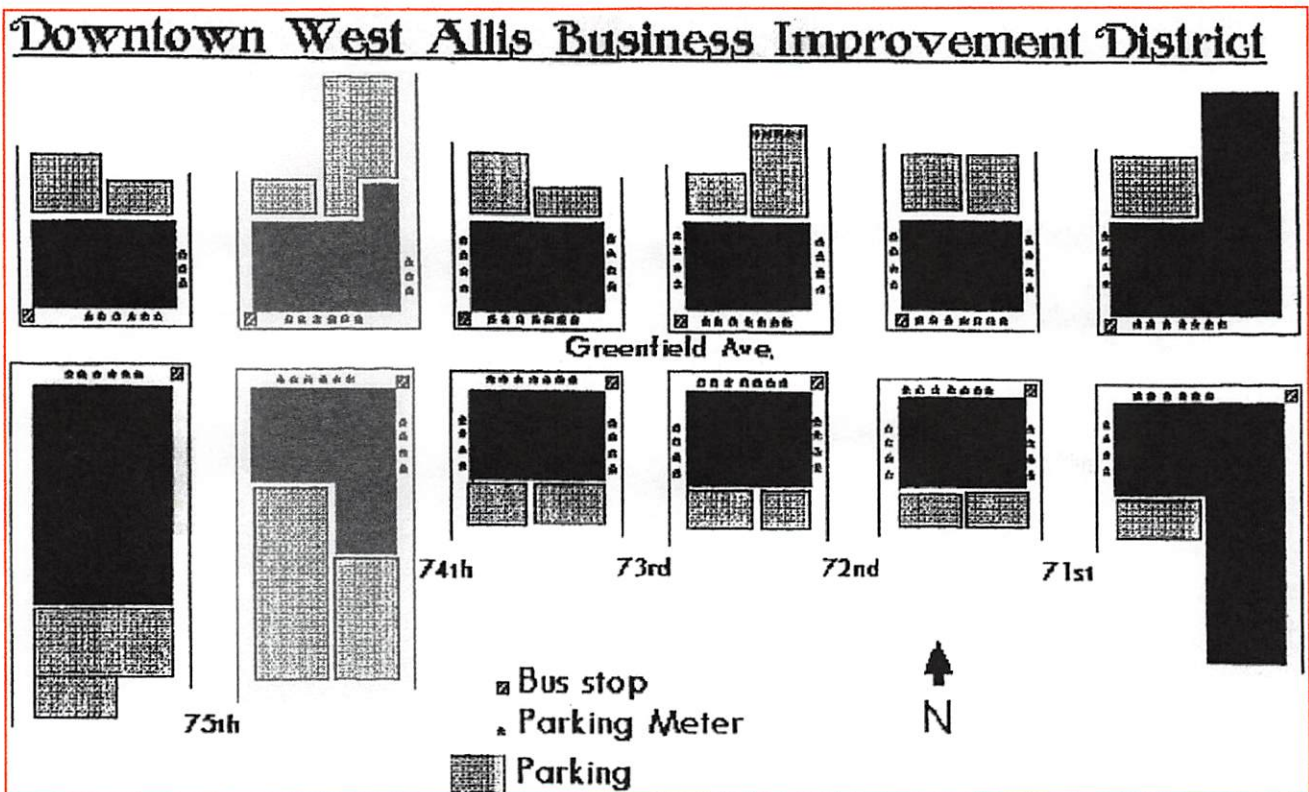
Goals:

- Over staff hours provided in support for the numerous projects outlined in the approved budget of services for 2007. Review the general paper work and ensure proper reporting for the BID's assistance programs. The downtown manager effectively utilize the requirements of the Downtown West Area BID.
- The Downtown Coordinator works to keep the web page and marketing information updated. The responsibilities of the employees include the content creation and marketing of the downtown. The Coordinator must oversee the downtown website and ensure it is up to date.
- The BID office supports maintaining an additional phone line for fax and internet service. This support includes an email account for our Executive Director.

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. Use the Census Tract and Block Group Map on Page (V) in the Appendix if needed.

The project will be within the set boundaries of the Downtown West Allis B.I.D. The district is between 70th and 76th Streets along Greenfield Avenue and includes adjacent side streets to the first alley or street. Offices are located at 7231 W. Greenfield Avenue. The following page outlines a map of the district. The boundaries of the BID are encompassed in Census Tract 1004 and 1003.



10/10/1971

Office of the Attorney General
Washington, D.C. 20530
Dear Sir:
Enclosed for you are two copies of a letterhead memorandum (LHM) dated and captioned as above. The LHM is being furnished to you for your information and for your use in the performance of your duties. It is requested that you advise this Bureau of any action taken in response to the LHM.

The LHM is being furnished to you for your information and for your use in the performance of your duties. It is requested that you advise this Bureau of any action taken in response to the LHM. The LHM is being furnished to you for your information and for your use in the performance of your duties. It is requested that you advise this Bureau of any action taken in response to the LHM.

ATTORNEY GENERAL'S OFFICE

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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 Citywide. Use the Census Tract and Block Group Map on Page (V) in the Appendix if needed.

The goals and mission of the BID will concentrate within the BID boundaries as indicated in the previous section. However, the project offers citywide benefits like growth in the economic base of the district and employment opportunities for local residents.

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 rehabilitating 30 housing units, put down "30" in front of "housing units".

61,254 People (general),	_____ Youth	_____ Elderly Households
_____ Households (general),	_____ Large Households	_____ Small Households
_____ Businesses	_____ Organizations	_____ Housing Units
_____ Public Facilities	_____ Feet of Public Utilities	
_____ Jobs	_____ Elderly	

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)
If the project benefits a "presumed benefit" clientele such as abused children, battered spouses, elderly, adults meeting the census definition of severely disabled, homeless, persons living with AIDS, migrant farm workers or illiterate adults you do not have to provide a number, but you must mark the appropriate space with "PB."

Persons	15,866 – 1 Mile Radius	(1999 Estimated Population)
Households	6,744 - 1 Mile Radius	(1999 Estimated 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 42.3% of the total beneficiaries for the project to qualify for CDBG funding. Please refer to the Table listing current low to moderate-income levels that has been included in the Appendix.

% Low/Moderate Income Persons	_____ 69%
% Low/Moderate Income Households	_____

[illegible]

but initiatives as spin-offs of GIB and further strengthen the GIB's role towards the development of a strong and efficient strongly made business and management training environment and of standards involved in infrastructure development; have to be put to good use.

One possible distinction may arise in relation with the type of event that is perceived as a threat. For example, the threat of kidnapping may be perceived as a more serious threat than the threat of sexual abuse, and this may affect the perceived probability of the event occurring. However, this is not a distinction that is relevant to the current study.

101
 Public Health
 Bureau
 Washington (D.C.)
 20541-101

1. The Commission is authorized to receive and accept donations from individuals, corporations, and other organizations for the purpose of carrying out its functions.

1. The above information was obtained from a review of the files of the FBI, Department of Justice, and the Department of State, and is being furnished to you for your information. It is requested that you keep this information confidential and not disclose it to any other person or organization. If you have any questions or need further information, please contact the FBI at (202) 452-5000.

(mailto:info@nederland.nl) 0031 20 674 5000 0031 20 674 5000
info@nederland.nl 0031 20 674 5000 0031 20 674 5000

The above information is for informational purposes only and is not intended to be used for any other purpose. It is not a contract and does not constitute an offer of insurance. The actual terms, coverages, amounts, conditions, exclusions, and limitations of any policy are set forth in the policy itself. Please read the policy carefully.

100-443887-1000

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

Category	% per 1990 census data		Total
White, non-Hispanic	96%		
Black, non-Hispanic	3%		
American Indian or Alaskan Native	Less than 1%		
Hispanic	1%		
Asian/Pacific Islander	Less than 1%		
Female Head of Household			

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.

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

will help us eliminate the lingering vacancies in the downtown. The district averages around 12% in storefront vacancies and close to 40% on the second floors. We hope to achieve the following:

1. Fill at least three storefront vacancies.
2. Fill at least two-second floor vacancies.
3. Provide employment opportunities for low to moderate income persons

In regards to Signage Assistance, we hope to continue removing large and out of scale signs throughout the downtown. Next year, we would like to remove at least two large obsolete signs and aid 5 businesses with new signage. This goal includes working with current businesses to be in compliance with the downtown signage ordinance (\$6,450). Rear entrances to businesses are important in relationship to our ample amount of parking throughout the downtown. Over the next year, we plan to improve at three rear entrances (\$2,150).

The B.I.D. plans to reserve \$10,000 for one building purchase for redevelopment. The goal is creating an impact project that will provide state of the art apartments and commercial space.

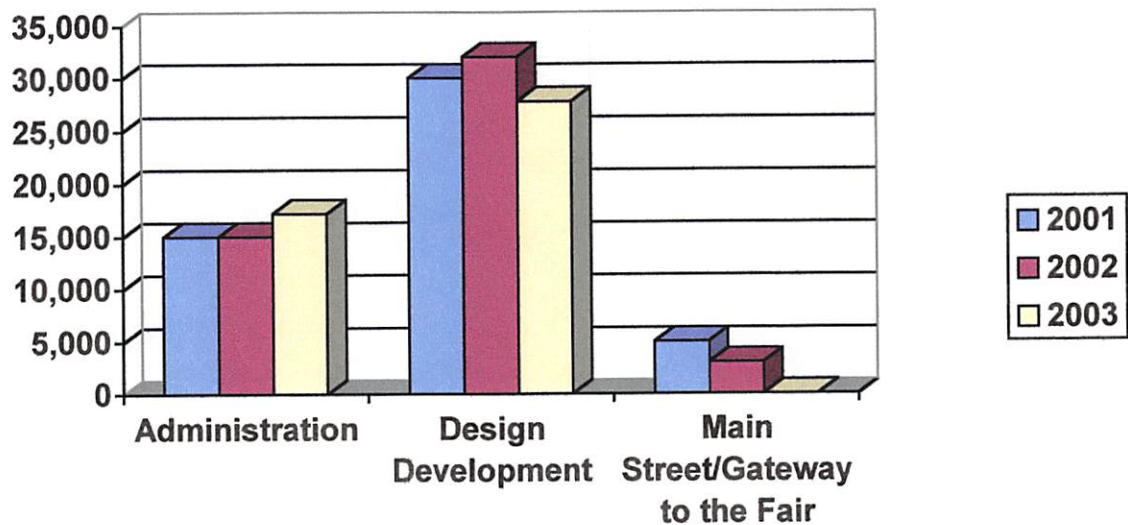
CONCLUSION

All the above projects will continue to serve as a catalyst for renewed interest in the Downtown West Allis BID. Benefits of achievements like increasing the total downtown property value, creating new employment opportunities for individuals, and attracting three new businesses to the downtown will make our Downtown and community a more economically stable and viable. The valuable partnership between the City of West Allis and BID in preserving Downtown West Allis will create endless benefits for the future of the our community.

Comments	
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Proposed Scope of Services for 2002

The Executive Committee of the BID developed a list of objectives in 2000 to further revitalization efforts of Greenfield Avenue. The committee listed Administration, Design/Development, and Main Street/Gateway to the Fair as areas for improvement and in need of additional funds. Our Scope of Services for 2002 will continue in many of the same areas. The project for 2002 is itemized below and described in detail. Each description is accompanied by several goals which will serve as benchmarks to measure the benefits of our project. The following chart shows the allocation of the requested \$50,000 in CDBG Funds.



Administration - \$15,000

Thirty-eight percent will be allocated to administrative needs and grant administration. Our goal is to maintain a valuable downtown manager and provide additional staff to further service members of the BID (\$16,000). In addition, the funds will be utilized to retain Internet access, to maintain the downtown web page, and to provide the additional telephone service for the fax. (\$1,200)

Development, Building Redevelopment, and Signage Assistance - \$27,200

Sixty-two percent will be allocated to these three areas. The Assistance programs offered by the BID are Relocation Assistance and Signage Assistance. These programs are highly successful tools in attracting new businesses and investors. We plan to utilize these funds to assist with insight from the Wisconsin Main Street Program into recruiting new businesses (\$8,600). The continued use of CDBG Funds for Relocation Assistance



II.

Scope of Services for Project Year 2002

Mission:

"To build a positive image that encourages customer growth and welcomes community involvement"

Section L: Certification

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

I, Jane Pennycuff, President, of , Downtown West Allis BID,
(Chief Elected Officer) (Title) (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 _____, 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.

Jane Pennycuff
(Signature)
7-26-02
(Date)

	Application of first 100 million	.82
	Second 100 million	.85
1967-1968	Construction, additional, over original estimate	.40
1968-1969	Total Capital Costs	.85

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Category	Amount	Total
General Fund	100.00	100.00
Special Fund	50.00	50.00
Capital Fund	25.00	25.00
Debt Service Fund	15.00	15.00
Other Funds	10.00	10.00
Total	200.00	200.00

[illegible]

Schedule 1D: Capital Costs (Describe Each)

22.	Acquisition of land or structures	\$ _____
23.	Capital Equipment	\$ _____
24.	Construction, rehabilitation, road repairs, etc.	<u>\$ 27,800</u>
25.	Total Capital Costs	<u>\$ 27,800</u>

Please provide a brief description of each budget line item indicated in Schedule 1C & 1D: *See Section II.*

List any grants and amounts that this project is levied against as match:
\$ 0

Section K: Sources of Funds

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

*** Project Year 1 & 2 was outlined in the 2001 & 2002 CDBG Fund Applications. This application will be a continuation of those approved projects and programs.**

<u>Project Year 3</u>		
<u>Sources</u>	<u>Tentative/Committed</u>	<u>Amount/Value</u>
BID Special Assessments	Tentative	\$ 67,000
Interest Income/Retained Surplus	Tentative	\$ 2,000
CDBG Funds	Tentative	\$ 45,000
Private Contributions/Revenues	Tentative	\$ 6,000
Total Year 3 Project Budget		\$120,000

<u>Project Year 4</u>		
<u>Sources</u>	<u>Tentative/Committed</u>	<u>Amount/Value</u>
BID Special Assessments	Tentative	\$ 68,000
Interest Income/Retained Surplus	Tentative	\$ 2,000
CDBG Funds	Tentative	\$ 42,500
Private Contributions/Revenues	Tentative	\$ 7,500
Total Year 4 Project Budget		\$120,000

Section 1: Proposed Use of Funds

Schedule A: Staff Positions and Payroll Costs

Position Title	Position	Annual Salary	Total Salary	Cost to Project
Executive Director	1	\$12,000	\$12,000	\$12,000
Support Staff	1	\$12,000	\$12,000	\$12,000

TOTAL
 1 Director \$12,000
 1 Support Staff \$12,000
 Total Salary \$24,000
 Benefit \$3,600

Schedule B: Support Costs

Line Item	Description	Amount
1	Office Supplies	\$1,000
2	Postage	\$500
3	Duplicating	\$500
4	Telephone	\$500
5	Travel	\$500
6	Insurance	\$500
7	Utilities	\$500
8	Depreciation	\$500
9	Other	\$500
10	Total	\$5,000

Proposed Use of Funds Continued...

Schedule C: Operating Costs (Operating Expenses)

Line Item	Description	Amount
1	Advertising	\$1,000
2	Printing	\$500
3	Travel	\$500
4	Other	\$500
5	Total	\$3,500

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
Executive Director	Existing	26,000	30,000		5,000
Support Staff	Existing	12,000	12,000		11,000

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 **\$ 16,000**
2. Fringe Benefit Costs \$ _____
3. Total Salary & Benefits **\$ 16,000**

Schedule 1B: Support Costs

LINE ITEMS

- | | |
|--|-----------------|
| 4. Rent | \$ _____ |
| 5. Maintenance Service (Web Page Hosting) | \$ 350 |
| 6. Telephone/telecommunications (Fax/Email Phone Line/VoiceMail) | \$ 850 |
| 7. Office materials/supplies | \$ _____ |
| 8. Postage | \$ _____ |
| 9. Duplicating/printing | \$ _____ |
| 10. Books/periodicals | \$ _____ |
| 11. Mileage (____ miles @ \$.____ mile) | \$ _____ |
| 12. _____ | \$ _____ |
| EXPLAINED/IDENTIFIED ITEMS (Describe Each) | |
| 14. Office Furniture/business equipment | \$ _____ |
| 15. Travel | \$ _____ |
| 16. Total Support Costs | \$ 1,200 |

Proposed Use of Funds Continued...

Schedule 1C: Consultant Costs (Describe Each)

- | | |
|--|-------------|
| 17. Accounting/audit services | \$ _____ |
| 18. Architectural/engineering services | \$ _____ |
| 19. Legal services | \$ _____ |
| 20. Other professional services or consultants | \$ _____ |
| 21. Total Consultant Costs | \$ 0 |