CONTRACT FOR SERVICES City of West Allis COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CDBG - FY2017

DATE OF AWARD- 1/1/2017

Distribution: Original – Department of Development Original – Contractor

SERVICE DESCRIPTION (General): TIME OF PERFORMANCE: TOTAL AMOUNT OF CONTRACT: **Micro Enterprise Technical Assistance Project** (see <u>Exhibit A</u>) January 1, 2017 to December 31, 2017 Fifty Thousand and 00/100 Dollars (\$50,000)

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

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

Work may commence in accordance with the terms and conditions of this Contract on January 1, 2017, 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.

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.

- D. Since the CONTRACTOR is being funded, in whole or in part, with Community Development Block Grant funds, it is necessary to comply with the Section Two Statutory Requirements herby incorporated and attached to this contract.
- 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. R-2017-0192, 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 <u>ninety (90) days</u> prior to the expiration of this Contract.
- III. Availability of Funds
  - A. This contract award is 100% funded under the 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:

Ms. Wendy K. Baumann, President Wisconsin Women's Business Initiative Corporation 1533 North Rivercenter Drive Milwaukee, WI 53212

and to the CITY at:

Department of Development West Allis City Hall 7525 West Greenfield Avenue West Allis, Wisconsin 53214 Attention: John F. Stibal, Director All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

V. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on *January 1, 2017*, 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: Services must be provided to eligible clients whose business operations are located, or will be located, in the City of West Allis.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract in amounts indicated within <u>Exhibit A</u> (Program Budget and Compensation and Reimbursement Schedule) it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum of \$50,000.
- 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. The CONTRACTOR agrees to submit to the CITY a Semi-Annual report within 30 days of July 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 the CONTRACTOR hereunder. Such report shall be a format acceptable to the Department of Development.
- G. Program Income. Program Income means gross income received by the CONTRACTOR

directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. Program income shall be reported on the quarterly financial statement and shall be used only for activities included in the statement of work made part of this Agreement.

- H. All loan applications completed by participants in the microenterprise and quasiequity loan programs, as well as all loan closing documents and records of repayments shall be the property of the CITY and shall be turned over to the CITY at the time this agreement expires.
- I. Beneficiary Reporting. Since the project described under <u>Exhibit A</u> is supported by the use of federal funds, the CONTRACTOR agrees to submit to the CITY the following reports:

1. Low/Moderate Income-Ethnicity Reports. A report of income and ethnicity for all individuals who benefited from project activities. All clients benefited by project activities, must be from low-to moderate income households.

(Signatures on next page)

CITY OF WEST ALLIS, A Municipal Corporation

By:

CONTRACTOR Wisconsin Women's Business Initiative Corporation

By: Uy/BmDate: 8/15/17

Dan Devine, Mayor

Date: 8/1

Countersigned:

By:

Rebecca N. Grill, City Administrator

Date: 7

COMPTROLLER'S CERTIFICATE

Countersigned this  $\partial \mathcal{Y}^{\mu}$  day of  $\overline{\mathcal{J}}_{\mathcal{U}}\mathcal{I}_{\mathcal{U}}$ , 2017 and I certify that the necessary funds will be provided as outlined in Section 3, Paragraph A to pay the liability that may be incurred by the Community Development Block Grant of the City of West Allis under this Subgrantee Agreement.

(Official Capacity)

, who executed this

UBLIC

Peggy Steeno, Finance Director

AKEYTHEIA STRIBLING

Examined and approved as to form and execution this  $2^{\circ}$  day of Jula , 2017.

Scott Post, City Attorney

CERTIFICATE RE: CORPORATION

CATION Certify that I am the \_\_\_\_\_\_\_ Millight D. anthumber of the above CONTRACTOR named herein; that len

Contract on behalf of the CONTRACTOR was then Prefident (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_	10:52am.	1533 N	Kivercenter	this	5	_day of _	August	, 20_	17.
			Onre		lak	utten	OChb		
					Signati	ure and/or	r Seal	)	
					(Signat	ture MUS	T accompany	if seal is	used)

L:\CDBG Program\2017\Subgrantee Agreements\Subgrantee Agreement 2017-WWBIC (7-11-17).doc

### 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

6

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 to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The Sub-recipient has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. it is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

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

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

XVII. Section 3 Clause.

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

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post

copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

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

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

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

XVIV. Access to Books. Contractor agrees to maintain, make available and provide access to all books, documents, papers and records relating to this agreement to City, the U.S. Department of Housing and Urban Development, Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions therefrom.

XX. 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

A. Records providing a full description of each activity undertaken;

B. Records demonstrating that each activity undertaken meets on the National Objectives of the CDBG program;

C. Records required to determine the eligibility of activities;

D. Records required to document that acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance;

E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

F. Final records as required by 24 CFR Part 570.502, and OMB Circular A-110; and

G. Other records necessary to document compliance with Subpart K of 24 CFR 570.

XXI. 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.

City of West Allis - Community Development Block Grant Program

# YEAR 2017 - EQUAL EMPLOYMENT OPPORTUNITY (EEO-4) Form

Employment data required for agencies receiving CDBG funds with greater than 15 employees.

Agencies with 15 or fewer employees are NOT required to complete the data table below. Our agency has 15 or fewer employees (circle): YES

(Normality)

					Z	umber o	Number of Employees (report Employees in only one category)	es (repor	t Employ	vees in on	V one cate	Eorv)			
IOB CATEGORIES								Race/Ethnicity	licity						
feed Accountions the	Hispanic	Hispanic or Latino					Not His	Not Hispanic or Latino	atino						Total of
					Male						Female			T	Columns
accompanying instructions form)	Male	Female	White	Black or African	Native Haunian or	Asian	American	Two or	White	Black or	Native	Asian	American	Two	A-N
				American	other		Alaska	more		African American	Hawailan or other		Indian or Alaska	or More	
					Pacific		native				Pacific		native	races	
	A	æ	v	۵	ш	L	U	Ŧ	-	-	Islander	-		1	
Executive/Senior Level Officials and Managers			Н	1					- 12		4	4	Σ	z	0 г
Mid-Level Officials and Managers							-		4					·	<   4
Professionals	1	ю	6	3		ю			~	ε					
Technicians															71
Sales Workers															
Administrative Support Workers		1							IJ	3					0
Craft Workers															
Laborers and Helpers				-											
Service Workers															
TOTAL	1	4	7	4		3			22	6					47
Agency/Organization WWBIC	U			Z	Name of Certifying Official Zachary Curro	tifying (	Official	Zachary	, Curro			Phone	Phone 414-395-4554	95-4554	
Signature of Certifying Official	$\langle \uparrow \rangle$		S	/		Title	<b>Title</b> Compliance Manager	nce Mai	nager		Date		2		1

11

# City of West Allis CDBG Project Application Funding Year 2017

# Section A: Primary Information

 Applicant/Organization: <u>Wisconsin Women's Business Initiative Corporation (WWBIC)</u> Address: <u>1533 N. RiverCenter Drive, Milwaukee WI 53212-3913</u> Email: <u>wendy.baumann@wwbic.com</u> Telephone: <u>(414) 395-4530</u> CDBG Project Number (*obtain from Development if you don't know*): <u>C17505</u> Project Title: <u>Job Title: BUSINESS OWNER</u>\_

\*Double left click to check box

- City Department
- Non-Profit Organization
- Religious Organization
- Educational Institution
- Special Governmental District (School District, etc.)
- Economic Development Corporation
- Other (describe)
- HUD Matrix Code Category: PLEASE CONTACT STAFF REGARDING HUD MATRIX CODE (OR SEE ATTACHED APPENDIX). DO NOT GUESS OR ASSUME THAT THE PREVIOUS YEAR'S CODE WAS CORRECT.

<u>18C – Microenterprise Assistance</u>

- 3 Amount of CDBG Funds Requested <u>\$60,000</u>
- 4. Person to Contact about this Application:
  Name: <u>Barbara Kueny</u>, <u>Director of Development</u>, <u>WWBIC</u>
  Address: <u>1533 N. RiverCenter Drive</u>, <u>Milwaukee WI 53212-3913</u>
  Email:<u>barb.kueny@wwbic.com</u> Telephone: <u>(414) 395-4553</u>

5. **National Objective** addressed by project (Check only one). Please refer to the descriptions of National Objectives provided in the **Appendix** to determine the appropriate National Objective for your proposed project. *Continue on to Section B for more National Objective details*.

\*Double left click to check box

$\boxtimes$	Benefits Low and Moderate Income People	Eliminates Slums and Blight
	Low/Moderate Income Jobs Benefit	Administration
	Low/Moderate Income Household Benefit	

# 6. Activity Purpose. Does your activity primarily conduct the following?

a.	Help prevent homelessness?	Yes 🗌	No 🛛
b.	Help the homeless?	Yes 🗌	No 🛛
c.	Help those with HIV/AIDS?	Yes 🗌	No 🛛
d.	Help persons with disabilities?	Yes 🗌	No 🛛

- 7. **Project Description:** (Used in all reports) Please provide a narrative (100 words or less) describing your project. Include the following information:
  - What is the *goal* of the project?
  - How does this program satisfy the *national objectives* of the CDBG program?
  - ▶ <u>Who will benefit</u> from this project?
  - How do you expect to measure the success of this project (Are you surveying beneficiaries' incomes? Is this an LMA activity?)? For public service and economic development activities, list the measurable outcomes of the project.

### Project Description - 100 words or less (use guidelines above):

The project goal is to improve the economic well-being of targeted individuals in the City of West Allis who are interested in starting,, expanding or strengthening a business. WWBIC will provide business development services in the form of business education and one-on-one business counseling to 32 micro business owners and prospective business owners, 51% of which will be low-to-moderate income individuals.

Primary project beneficiaries will be low-to-moderate income individuals.

Income information will be self-reported and collected on WWBIC Client, Business and Employee Information Forms.

8. Project Type: Please select the type of project you are requesting funding for. Check all that apply.

**Code Enforcement:** Costs incurred for

inspection for code violations and enforcement

**Public Services:** Includes labor, supplies and materials, including, but not limited to, those concerned with:

	of codes in deteriorating or deteriorated areas.
Employment	
Education	<b>Commercial or Industrial Rehabilitation:</b> The acquisition, construction, rehabilitation or installation of commercial or industrial
Crime prevention	buildings, structures and other real property, equipment, or improvements, including railroad
Recreational needs	spurs or similar extensions.
Drug abuse	Micro-enterprise Assistance: The provision of assistance to businesses having five
Energy conservation	or fewer employees.
Fair housing counseling	<b>Planning:</b> Costs of data gathering, studies, analysis, and preparation of plans, and the
Senior services	identification of actions that will implement such plans.
Youth services	
Homebuyer down payment assistance	Description Public Facilities and Improvements: Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities
Other eligible activity (list below):	and improvements.
<b>Housing Rehabilitation:</b> This includes labor, materials and other costs related to	Special Economic Development Activities: Provision of assistance to a private for-profit business and economic development services related to the provision of assistance.
rehabilitating houses.  Property Acquisition: Acquisition of property for any public purpose which meets one of the national objectives	<b>Fair Housing:</b> Provision of fair housing service and fair housing enforcement, education and outreach.
of the national objectives	<b>CDBG Administration:</b> Administration of the CDBG Program.
<b>Demolition:</b> Clearance, demolition or removal of buildings or improvements, including movement of structures to other sites.	

# Section B: National Objective

Programs classified under the national objective to assist low-to-moderate income persons must either serve:

Area Benefit - an activity that serves residents of an area that is primarily residential and where 51% of the residents are low to moderate income; or

**Limited Clientele -** an activity which provides benefits for a specific group of persons, where 51% of the beneficiaries of the activity must be low to moderate income persons.

### 1. National Objective: Area Benefit (LMA) Project – <u>ALL LMA ACTIVITIES MUST COMPLETE</u> <u>QUESTIONS A – C below.</u>

Please use the attached Census Tract and Block Group Maps and the Tables found in the Appendix (starting on page 37).

A) In what Census Tract(s) and Block Group(s) is your project located?

B) How many residents live in this area?

C) What is the percentage of Low and Moderate Income Beneficiaries?

2. National Objective: Limited Clientele (LMC) Project – <u>ALL LMC ACTIVITIES MUST</u> <u>COMPLETE QUESTIONS A – E below.</u>

A) How many (UNDUPLICATED) people will use and benefit from your project? 32

B) Does this project primarily benefit any specialized population (presumed benefit) such as:

Check	Category	Male	Female	Total
	Abused Children			0
	Battered Spouses			0
	Elderly			0
	Severely Disabled Adults			0
	Homeless			0
	Illiterate Adults			0
	Persons Living with AIDS			0

\* Excel Chart - double click to enter information, chart is formatted to add

- C) Estimate the number of persons or households by the income level that will benefit from this activity.
  - \* Excel Chart double click to enter information, chart is formatted to add

() ( ) ( ) ( )		А		В		С		D	
	Extremel	y Low Income	Very L	ow Income	Low	Income	E	xceeds	
Family Size	FY 2016 Income Limit	# of Persons or Households at 0-30% of Median Income	FY 2016 Income Limit	# of Persons or Households at 30-50% of Median Income	FY 2016 Income Limit	# of Persons or Households at 50-80% of Median Income	FY 2016 Income Limit	# of Persons/Househo lds over 80% of Median Income	Total
1	< \$14,750	2	<\$24,600	1	<\$39,350	1	\$39,351+	0	4
2	\$ 16,850	3	\$ 28,100	3	\$ 44,950	3	\$44,951+	0	9
3	\$ 20,160	3	\$ 31,600	2	\$ 50,550	2	\$50,551+	0	7
4	\$ 24,300	3	\$ 35,100	3	\$ 56,150	2	\$56,151+	0	8
5	\$ 28,440	0	\$ 37,950	2	\$ 60,650	1	\$60,651+	0	3
6	\$ 32,580	0	\$ 40,750	0	\$ 65,150	1	\$65,151+	0	1
7	\$ 36,730	0	\$ 43,550	0	\$ 69,650	0	\$69,651+	0	0
8	\$ 40,890	0	\$ 46,350	0	\$ 74,150	0	\$74,151+	0	0
TO	TAL	11		11	1 20.11	10		0	32

- D) What percentage of low to moderate income users do you anticipate will be female-headed households? <u>30%</u>
- E) Race/Ethnicity of projected number of total beneficiaries described. The most recent U.S. Bureau of Census Data may be used.
  - \* Excel Chart double click to enter information, chart is formatted to add.

F) Of the total number of proposed beneficiaries:

•	How many will have new or continuing access to a service or benefit?	32
۲	How many will have improved access to a service or benefit?	0

• How many will receive a service or benefit that is no longer substandard? 0

TOTAL <u>32</u>

ł

White, Hispanic/Latino	3
White, Non-Hispanic/Latino	23
Black/African American, Hispanic/Latino	3
Black/African American, Non-Hispanic/Latino	2
Asian, Hispanic/Latino	
Asian, Non-Hispanic/Latino	
American Indian/Alaskan Native, Hispanic/Latino	
American Indian/Alaskan Native, Non-Hispanic/Latino	
Native Hawaiian/Other Pacific Islander, Hispanic/Latino	
Native Hawaiian/Other Pacific Islander, Non-Hispanic/Latino	
American Indian/Alaskan Native & White, Hispanic/Latino	
American Indian/Alaskan Native & White, Non-Hispanic/Latino	
Asian & White, Hispanic/Latino	
Asian & White, Non-Hispanic/Latino	
Black/African American & White, Hispanic/Latino	1
Black/African American & White, Non-Hispanic/Latino	
Amer. Indian/Alaskan Native & Black/African Amer., Hispanic/Latino	
Amer. Indian/Alaskan Native & Black/African Amer., Non-Hispanic/Latino	
Total	32

### 3. National Objective: Elimination of a Slum or Blight Condition.

A) What is the condition addressed by the activity? (i.e. Deteriorated buildings, lack of adequate infrastructure, etc.)

B) Describe the strategy that will be implemented to address the conditions described above.

ž

# Section C: Proposal Beneficiaries/Accomplishment Type

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

\*Double left click to check box

$\square$	People	Households	Businesses
	Organizations	Feet of Public Utilities	Housing Units
	Jobs	Public Facilities (& Public Improvements)	Admin

A) Specify the population to be served by this proposal. Provide a brief description of the potential recipients

including age, ethnicity, gender, income levels and any other relevant characteristics.

<u>Population served will be primarily low-to-moderate income and will target women, female heads of household, racial and ethnic minorities, people with disabilities, veterans, formerly incarcerated returning citizens, and other individuals likely to be socially or economically disadvantaged. Members of the target audience will be starting, operating, or expanding a microenterprise, or thinking of starting a microenterprise. They will have responded to WWBIC's program outreach or been referred to WWBIC by the City of West Allis as a recipient of City loan funds, or referred by another of our West Allis partners.</u>

B) What service will be provided? What is the plan of action to be carried out?

WWBIC will conduct outreach to our target markets in English and Spanish through printed literature, partner networks, door-to-door business canvassing, our website, social media, word-of-mouth, and other venues. We will schedule, promote, and host our business education classes live and online (or "online, on-demand") in conjunction with the City and other partners.. Participants will have the option of signing up online.We will offer one-on-one counseling on a variety of business topics to individual business owners. Partners will include financial institutions and the West Allis/West Milwaukee Chamber of Commerce.

C) If your activity is an LMC activity, how will you track beneficiaries' data (income)?

Every WWBIC client receiving services completes a detailed Client Information Form (and a Business Information Form if a business owner) requiring self-reported household income and number in household.

D) Describe what is unique about this program or activity. Explain how this does not duplicate services

currently provided or fills a gap currently unavailable in the City of West Allis. Explain how this activity is not

a "normal City function" (if you are a City department applicant).

<u>WWBIC's program is unique in the City of West Allis. No other organization has WWBIC's track record and expertise with micro enterprise development, especially for women, racial/ethnic minorities, and those with lower incomes; and no other organization has WWBIC's 15+ year history working with the City of West Allis.</u>

E) Will you provide on-going case management to the people served by your program or activity? If yes, how will you provide this on-going case management?

WWBIC provides on-going case management for all of our loan clients based on their needs. We do this through site visits, and one-on-one counseling in person or via phone or email at times and places of our clients' convenience. We also connect our clients with expert volunteers, business coaches, and mentors within the community on a variety of issues, where they may need additional assistance. Most requested assistance is in the areas of marketing, legal, and financial accounting. We also offer our clients unparalleled access to business networks through our many connections both public and private.

F) If your activity is an LMC activity, how will you verify and document City of West Allis residency and US

legal status of your beneficiaries?

Addresses are self-reported on WWBIC's Client Information and Business Information Forms. WWBIC then finds the census tract, verifies residency, and adds this information to each client record in the VistaShare Outcome Tracker database, our cloud-based data system. US legal status is not required by WWBIC, but we would work with the City to establish a process that would meet requirements

# Section D: OUTCOME PERFORMANCE MEASUREMENT

### This section must be completed in order to be considered for funding.

HUD requires recipients of federal funding to assess the outcomes of the program in question. All approved applicants are required to comply with the Performance Measurement System. Please complete the following:

### I. PERFORMANCE OBJECTIVES

The proposed activity meets which of the following goals: (Select only one - double click to check box)

#1 – Creates a suitable living environment
This chicating relates to activities that are designed to it.

This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment (such as poor quality infrastructure) to social issues such as crime prevention, literacy, or elderly health services.

- #2 Provides decent affordable housing
   This objective focuses on housing programs where the purpose of the program is to meet individual, family, or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under suitable living environment.
- #3 Creates economic opportunities
   This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

### **II. PERFORMANCE OUTCOME**

### Select the most appropriate objective for the proposed activity. Select only one.

Improve availability/accessibility

This category applies to activities that make services, infrastructure, public facilities,

housing, or shelters available or accessible to low/moderate income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low/moderate income people where they live.

### **Improve affordability**

This category applies to activities that provide affordability in a variety of ways in the lives of low/moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

### **Improve sustainability**

This category applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low/moderate income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

### **III. OUTCOMES (Goals and Objectives of Proposed Activity)**

Availability/Accessibility	Affordability	Sustainability
Enhance suitable living	Enhance suitable living	<ul> <li>Enhance suitable living</li></ul>
environment through	environment through	environment through
new/improved accessibility	new/improved accessibility	new/improved accessibility
Create decent housing with new/improved availability	Create decent housing with new/improved availability	Create decent housing with new/improved availability
Provide economic	Provide economic	Provide economic
opportunity through	opportunity through	opportunity through
new/improved accessibility	new/improved accessibility	new/improved accessibility

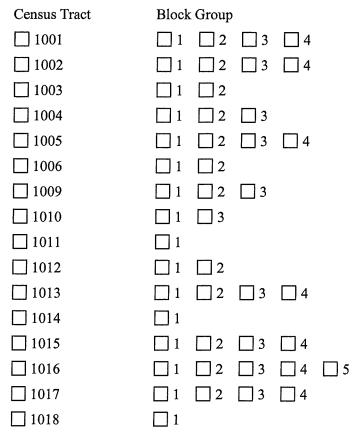
### Check all outcome statements that apply to the proposed activity

### Section E: Project Location

1. ALL LMA ACTIVITIES MUST COMPLETE THIS SECTION (do not complete if you are an LMC activity). Check off the specific Census Tract and Block Groups 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. Please use the attached Census Tract and Block Group Maps and the Tables found in the Appendix (starting on page 37).

Site-specific project address (if applicable):

If this is an LMA project, all Tracts and Block Groups need to be checked off.



□ All LMA-eligible Block Groups

# Section F: Activity Development

### **Public Service**

A) What service does your agency provide?

B) How will this project relate to these services?

.

C) Ho	w does the propo	sed activity con	nply with the cons	solidate plan					
Is the	activity a continu	ation of a curre	nt activity?		Yes			No	
Is the	activity an expans	sion of a curren	t activity		Yes			No	
Has ye	our organization r	eceived funding	g previously to						
operat	e this service?				Yes			No	
If yes,	enter the year and	d amount award	led for the past the	ree years:					
	<b>A A</b>		<b>.</b>						
Year	\$Award	Year	\$Award	Year	\$Aw	ard			
	a vour organizati	on rossius CDI	C funding from		419		17	—	N
			3G funding from o		ities?		Yes		No
E) If th	is project is not c	urrently in oper	ation, do you hav	e staff to					
	nent the project?					Yes			No
F) Do :	you have office sp	pace to accomm	odate the propose	d service?		Yes			No
3) Plea	se explain the pla	an to identify cl	ients for this servi	ce.					
	1								
			t						
I) Oth	er information you	u wish to provid	de regarding the st	tatus of the acti	ivity:				
		2							

**Housing Project** 

A) Describe the benefit the project will bring to the area:

B) What are the long-term plans for the area where this project is located:

C) Describe projects undertaken during the past three years (i.e. location, impact on the neighborhood, who has benefited, etc)

Is the activity consistent with the consolidated plan?		Yes	No
Has your organization received funding previously to operate this service?		Yes	No

D) Who will be responsible for the oversight of this project?

Other information you wish to provide regarding the status of the activity:

3	ĩ	7		
ıblic Improvement Project				
) Have you retained the services of a consultant?		Yes		No
) When will the project be bid and completed?				

C) Are you aware of any other current or proposed projects funded with other resources that my effect the timing of the project covered under this application?

D) Is the activity consistent with the consolidated plan?			Yes		No
E) Who will be responsible for the implementation of the	project?				
F) Other information you wish to provide regarding the st	tatus of the	activity:			
G) List the time frame for the project.					
Redevelopment Project					
A) Describe the benefit the project will bring to the area:					
3) What are the long-term plans for the area where this pro	oject is locat	ted?			
C) Describe projects undertaken during the past three years	s (i.e. locati	on impact of	the neighb	arbood w	ho hos
enefited, etc)				, w	
s the activity consistent with the consolidated plan?		Yes		No	
las your organization received funding previously to					
perate this service?		Yes		No	

D) Who will be responsible for the oversight of this project?

E) Other information you wish to provide regarding the status of the activity:

### **Economic Development Project**

A) Describe the benefit the project will bring to the area:

Low-to-moderate entrepreneurs and potential entrepreneurs will be served through one-on-one business technical assistance, as well as business education and training. These services will contribute to micro business start-ups and expansions, leading to new and retained jobs. The majority of these jobs will be taken by low-to-moderate income individuals in the community. Many of the newly created jobs will come with the title of "Business Owner."

B) What are the long-term plans for the area where this project is located:

WWBIC anticipates that we will continue working closely with the City of West Allis, as we have in past years, in economic development for forseeable future to create a thriving diverse economy.

C) Describe projects undertaken during the past three years (i.e. location, impact on the neighborhood, who has benefited, etc)

Is the activity consistent with the consolidated plan?	$\boxtimes$	Yes	🗌 No
Has your organization received funding previously to			
operate this service?	$\boxtimes$	Yes	🗌 No

Amber Miller, Project Director at WWBIC.

 $\frac{3}{2}$  =

E) Other information you wish to provide regarding the status of the activity:

In 2014-2017 WWBIC has begun enacting our strategic plan. Today in mid-2016, we are on-track to achieve our stated strategic goals by the end of 2017 As we celebrate "nearly 30 years of Impact" WWBIC is grateful for the partnership of the City of West Allis. We have found great success with this partnership in, meeting or exceeding the CDBG goals, and providing hope and opportunity to potential entrepreneurs and microbusiness owners.

# **Administration Project**

A) Describe the benefit the project will bring to the City:

i i

B) Is the activity consistent with the consolidated plan?		Yes	No	
C) Has your organization received funding previously to operate this service?		Yes	No	
D) Who will be responsible for the oversight of this project?				
E) Other information you wish to provide regarding the status	of the ac	etivity:	 	

t t

# Section G: Summary Budget

- Will prior year funds be remaining to be spent on this project? Yes No \$\_\_\_\_\_Amount
   \*Double left click to check box
- Did this project previously receive funding through the City of West Allis CDBG Program? If yes, please include years and amount funded : <u>2016-\$50,000; 2015 \$55,000; 2014 \$55,000; 2013 \$50,000;</u>
   <u>2012 \$25,000 2011 \$55,000; 2010 \$55,000; 2009 \$50,000; 2008 \$50,000; 2007 \$50,000; 2006 -</u>
   <u>\$50,000; 2005 \$70,000; 2004 \$70,000; 2003 \$64,670; 2002 \$64, 670; 2001 \$64,667; 2000 \$98,3433</u>
- Do you anticipate this funding request to be:
   \*Double left click to check box

 $\Box$ 

One Time Only

Indefinite, future City CDBG funding may be sought

Please complete the entire budget for the activity. \* Excel Chart - double click to enter information, chart is formatted to add

A	В	С	D	E
Line Items		Amount of		
(Salary, supplies, improvments,	Source of Funds	Non CDBG	<b>CDBG</b> Funds	<b>Total Amount</b>
etc.)	(Identify Source)	Funds	Requested	(B+C)
Salary and Fringe (Schedule 1A)	U.S. SBA OWBO	205,610	60,000	265,610
Support Costs (Schedule 1B)	U.S. SBA OWBO	45,475		45,475
Consultant Costs (Schedule 1C)	U.S. SBA OWBO	13,915	1	13,915
Capital Costs (Schedule 1D)	N/A	-	-	-
Total		265,000	60,000	325,000

### Schedule 1A: Staff Positions and Payroll Costs

3.2

Position Title	Existing or New Position	Average Annual Salary		En la constant de la constant de la	CDBG Cost to Project
Project Director-Greater Milwaukee Region	Existina	60,099	60,099	15.00%	9,015
Vice President-Business Services &				1010070	0,010
Finance	Existing	101,303	101,303	5.00%	5,065
Client & Collections Manager	Existing	58,384	58,384	10.00%	5,838
Project & Marketing Manager	Existing	46,998	46,998	15.00%	7,050
Education & Volunteer Coordinator	Existing	36,000	36,000	15.00%	5,400
Director of Loan Administration	Existing	56,650	56,650	10.00%	5,665
Director of Lending	Existing	74,323	74,323	10.00%	7,432
Total		al dawnberte	North Market		\$ 45,465

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.

\* Excel Chart - double click to enter information, chart is formatted to add

1. Salaries	\$ 45,465
2. Fringe Benefit Costs	\$ 14,535
3. Total Salary and Benefits Costs	\$ 60,000

### **Schedule 1B: Support Costs**

\* Excel Chart - double click to enter information, chart is formatted to add

	Line Items		
4	Rent		
5	Mainteance Services		
6	Telephone/Communications		
7	Office Materials/Supplies		
8	Postage	_	
9	Printing		
10	Books and Periodicals		
11	Mileage (@ \$ per mile)		
12	Office Furniture/Business Equipment		
13	Travel		
14	Other:		
15	Other:		
16	Total Support Costs	\$	0.405

# Schedule 1C: Consultant Costs

\* Excel Chart - double click to enter information, chart is formatted to add

	Line Items
	33
17	Accounting/Audit Services
18	Architectural/Engineering Services
19	Legal Services
20	Other Professional Services
21	Other:
22	Total Consultant Costs \$ -

Schedule 1D: Capital Costs

1

\* Excel Chart - double click to enter information, chart is formatted to add

	Line Items					
23	Acquistion of Land or Structures					
24	Capital Equipment					
25	Construction, rehabilitation, road repairs, etc.					
26	Total Capital Costs	\$ -				

## Leveraging

**Special Attention:** HUD requests this information in all reports regarding activities. Please provided in the chart below information about additional funding other than CDBG funds that activity receives from other sources.

\* Excel Chart - double click to enter information, chart is formatted to add

List any grants and amounts that this project is levied against as match:				
Name	Am	ount		
U.S. SBA Office of Women's Ownership (OWBO)	\$	265,000		
Total	\$	265,000		

# Section I: Certification

### Applicants other than the City of West Allis Departments <u>MUST COMPLETE THE</u> <u>FOLLOWING:</u>

I, _	William B. Coleman	Board Chair
	(Chief Elected Officer of Board of Directors)	(Your Title)
of _	The Wisconsin Women's Business Initiat	tive Corporation (WWBIC)
	(Name of Your Org	

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 <u>12/10/2015</u>, 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.

<b>11.</b> :	M	
(Signature)		
	8/29/16	

(Date)