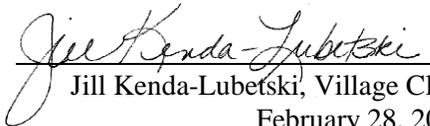


VILLAGE BOARD MEETING
Monday, March 4, 2013
Earl McGovern Board Room, 6:30 P.M.



PLEASE TAKE NOTICE that a meeting of the Brown Deer Village Board will be held at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Pledge of Allegiance
- III. Persons Desiring to be Heard
- IV. Consideration of Minutes: February 18, 2013 – Regular Meeting
- V. Unfinished Business
- VI. New Business
 - A) Ordinance No. 13-, “Amending Section 2-105 and 2-126 of the Brown Deer Village Code Pertaining to Village Manager/Clerk/Executive Secretary”
 - B) Milwaukee County Community Development Program Agreement - Community Development Block Grant
- VII. Village President’s Report
- VIII. Village Manager’s Report
- IX. Recess into Closed Session pursuant to §19.85(1) (c) (e) Wisconsin Statutes for the following reasons:
 - (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of discussing personnel matters.
- X. Reconvene into Open Session for Possible Action on Closed Session Deliberations
 - A) Possible Action on Compensatory Time - Village Clerk
- XI. Adjournment



Jill Kenda-Lubetski, Village Clerk
February 28, 2013

PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.

**BROWN DEER VILLAGE BOARD
FEBRUARY 18, 2013 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:30 P.M.

I. Roll Call

Present: Village President Krueger; Trustees: Baker, Boschert, Oates, Schilz, Springman, Weddle-Henning

Also Present: Michael Hall, Village Manager; Steven Rinzel, Chief of Police; John Fuchs, Village Attorney; Bridget Souffrant, Treasurer/Comptroller; Nate Piotrowski, Community Development Director; Matt Janecke, Assistant Village Manager; Larry Neitzel, Operations Superintendent; John Graeber; Police Captain; Jill Kenda-Lubetski, Village Clerk

II. Pledge of Allegiance

III. Persons Desiring to be Heard

President Krueger introduced Michael Hall as the new Village Manager.

IV. Consideration of Minutes: February 4, 2013 – Regular Meeting

It was moved by Trustee Boschert and seconded by Trustee Oates to approve the minutes for the February 4, 2013 - Regular Meeting. The motion carried unanimously.

V. Committee Reports

A) Building Board – Trustee Weddle-Henning

Trustee Weddle-Henning reported on the sign approvals for Concentra, 5500 West Brown Deer Road; and the Brown Deer Schools signs being replaced with the new construction

B) Beautification Committee – Trustee Oates

Trustee Oates announced that a number of housekeeping items were addressed relating to the Keep Greater Milwaukee Beautiful/Arbor Day event, such as fundraising. The committee is preparing for the spring landscape awards program.

C) Park and Recreation Committee – Trustee Springman

No meeting due to lack of quorum.

D) 4th of July Committee – Village President Krueger

President Krueger announced that the Parade Marshall for this year's event was chosen and that person is Larry Ehlers. The committee is working on having more entertainment throughout the day of the event and staff is reviewing local entertainers for possible performers. Donation letters are being generated and Mr. Kass once again has made a sizeable donation to help fund the fireworks display.

E) Traffic and Public Safety – Trustee Boschert

Trustee Boschert reported that the meeting was cancelled due to weather.

F) Library Board – Trustee Baker

Trustee Baker reported the board discussed a number of items, one of them being the projects from the bond proceeds are almost completed. Also discussed was the possible purchase of Zineal software that allows multiple users to view magazine subscriptions at once. The recruitment process for the Library Director was also discussed.

G) Community Development Authority – Village President Krueger

President Krueger reported that discussions took place regarding the purchase of real estate and a positive recommendation was made during open session regarding the purchase of land from the Village in the Original Village area by Modus Design.

H) Plan Commission – Village President Krueger

- 1) **Review and Recommendation of a Development Agreement for a professional office at 8759 N. Deerwood Drive**
- 2) **Review and Recommendation of a proposed land division via Certified Survey Map at 8759 N. Deerwood Drive**

President Krueger noted that the action items from the Plan Commission have been vetted both by the Community Development Authority and Plan Commission and are coming before the Board with a positive recommendation. Attorney Fuchs commented that in order for the public to be reasonably comprised of the actions on the agenda, the approval of the Development Agreement includes the offer to purchase. Mr. Piotrowski gave the background on the Village's intent when the 8759 North Deerwood Drive property was purchased, that at the time it was intended to provide extra parking and also preserve the garage for possible office space in the neighborhood. Modus Design intends to redesign and renovate the building into office space for six employees. A development agreement is required because this property is in the Original Village district and is mandated under that zoning code to have an agreement in place.

Trustee Weddle-Henning inquired if the land division of the property will create future hardships if that property ever became vacant again. Mr. Piotrowski noted that staff feels this is the highest and best use for the property, and that the land to the north was always intended for parking at the time of purchase. By renovating the property, keeps the unique character of the neighborhood.

Trustee Boschert inquired into the parking spaces at the property. Mr. Piotrowski replied that there are three spaces with the ability for two more spaces behind those spaces. Public parking space is also available on 43rd Street and Deerwood Drive for customers.

It was moved by Trustee Schilz and seconded by Trustee Boschert to approve the Development Agreement with an Offer to Purchase for \$75,000 for a professional office at 8759 North Deerwood Drive, and the proposed land division Certified Survey Map at 8759 North Deerwood Drive. The motion carried unanimously.

I) Finance and Public Works – Trustee Oates

- 1) **Investment advisor contract and 2012 recap**

Mrs. Souffrant reviewed the contract and recap. She stated that since 2010 the contract with Ehlers Investment Partners has been for a one year period and she wishes to move to an at-will basis with a 30 day written termination notice. Mrs. Souffrant continued to recap stating that the Village paid \$8,312 in

management fees for an average of \$4.8 million in investments. Village earnings net of management fees was \$42,751.09 and the benchmark would have earned only \$7,732 if left in the LGIP. She continued to report that working with Ehlers over the last two years has worked well, and recommended an at-will contract with Ehlers Investment Partners.

Trustee Baker inquired if 30 days is enough time to break the contract and find other arrangements for investments. Mrs. Souffrant replied that a safe keeping place for the investments would need to be determined.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve the contract with Ehlers Investment Partners on an at-will basis. The motion carried unanimously.

2) Network UPS Replacement at the Police Department

Captain Graeber reported a number of changes were made to the police department's network server including now being an essential piece to the Village's phone system. In 2008, the Village purchased a Network UPS with specifications for the system at that time, this UPS is currently operating at its maximum output and needs replacing. A competitive quote was received from CC&N, who is currently working with the Police Department, and it is staff's recommendation to continue this relationship by allowing them to purchase and install a new UPS system.

President Krueger asked if the Police Department's server network is backed up on the emergency generator. Captain Graeber replied that the Police Department's network server is indeed backed up on the emergency generator.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve the purchase and installation of a new UPS in the police department network by accepting the bid quote from CC&N in the amount of \$11,950. The motion carried unanimously.

3) 2013 Squad Car Bids

Captain Graeber reviewed the bids the Police Department received for one new patrol vehicle and one administrative vehicle for 2013. He noted that 36 bid packets were sent out and only three bid proposals were received. Staff is again recommending the sport utility vehicle for a patrol vehicle and a Ford Taurus for the administrative vehicle. Griffin Ford is the selected vendor for the purchase of one Ford Interceptor Police Utility vehicle for \$26,732 and one Ford Taurus administrative vehicle for \$21,059 also from Griffin Ford. It was also recommended that Griffin Ford purchase the trade-in vehicles, a 2010 Ford Crown Victoria and a 2005 Ford Taurus for a total of \$12,400.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve the purchase of one Ford interceptor police utility vehicle for \$26,732 and one Ford Taurus administrative vehicle for \$21,059 from Griffin Ford. It was also recommended to approve the purchase of trade-in vehicles by Griffin Ford in the amount of \$7,625 for the 2010 Ford Crown Victoria and \$4,775 for the 2005 Ford Taurus. The motion carried unanimously.

4) Sanitary Sewer Testing/Sealing, CIPP Lining

Mr. Neitzel reported this is the continuation of the capital improvement maintenance program for the sanitary sewer system for a not to exceed amount of \$580,000. He noted that a labor watchdog group sent a notice to the Department of Work Force Development to review the project as repair work and not maintenance work and, therefore, wage rate would apply. If wage rate does apply, a portion of the project would have to be postponed because the labor amounts will not allow the project to meet budget.

Trustee Oates inquired into the rate that Mr. Neitzel had based his estimate. Mr. Neitzel replied that it would add approximately 30% more to the cost of the project. Each bidder is requested to make changes to their bid to accommodate the new wage rate.

It was moved by Trustee Oates and seconded by Trustee Boschert to award a contract to Visu-Sewer, Inc. for the testing and sealing of mainline sanitary sewer and sanitary laterals; and CIPP lining in an amount not to exceed \$580,000 for 2013. The motion carried unanimously.

5) A Resolution to Approve Assignment of Fund Balances Pursuant to GASB 54 Definitions

Mrs. Souffrant reviewed the resolution and noted that the resolution assigns fund balances in the Village's special revenue fund. In 2012, the Park and Recreation Department and Library received donation money from Naomi Strehlow, which was placed in a special revenue account, thus the attached resolution needs to be amended, adding the new fund.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve Resolution No. 13-, "A Resolution for Assignment of Fund Balances". The motion carried unanimously.

6) A Resolution to Approve Commitment of Fund Balances Pursuant to GASB 54 Definitions

It was moved by Trustee Oates and seconded by Trustee Boschert to approve Resolution No. 13-, "A Resolution for the Commitment of Fund Balances". The motion carried unanimously.

7) A Resolution Authorizing Financial Institutions

Mrs. Souffrant stated that per Wisconsin State Statute, on an annual basis, the Village Board must approve a list of approved public depositories for Village Funds. She added that the Village does not have funds at all of the locations in the resolution, but it allows for more options without having to amend the resolution.

It was moved by Trustee Oates and seconded by Trustee Weddle-Henning to approve Resolution No. 13-, "A Resolution Authorizing Financial Institutions". The motion carried unanimously.

8) November 2012 Financial Reports

Trustee Oates announced that Mrs. Souffrant has prepared the November 2012 Financial report and changes may be made to it in the future.

No action was taken on this item.

9) Consideration of Vouchers

It was moved by Trustee Oates and seconded by Trustee Weddle-Henning to approve the vouchers from December 19, 2012 through January 25, 2013 in the amount of \$1,867,959.42. The motion carried unanimously.

J) Personnel Committee – Trustee Baker

Trustee Baker announced that the last time the Personnel Committee met was January 31, 2013, and all discussions took place during closed session. No actionable items came out of closed session.

VI. Unfinished Business**A) Ordinance No. 13-, “Repeal and Recreate, Amend, and Create various section of the Village of Brown Deer Code of Ordinances, Related to Building Codes, Accessory Structures and Zoning.**

Mr. Piotrowski announced the corrections that were made since the last time this item was heard by the Board. One of the two major changes was to address the conflict between heights of accessory structures, and the second change regarded the size of storage sheds.

It was moved by Trustee Oates and seconded by Trustee Boschert to approve Resolution No. 13-,”A Resolution for Assignment of Fund Balances”. The motion carried unanimously.

VII. New Business**B) Resolution No. 13-,”A Resolution Changing Precinct #3 Polling Place from St. Paul’s Evangelical Lutheran Church at 8080 North 47th Street to the Lois and Tom Dolan Community Center at 4355 West Bradley Road**

Mr. Janecke reported that this simply is a change of venues for polling locations. Attorney Fuchs added that the problems with having St. Paul’s as a voting location is that there was some controversy over having some religious pictures on the wall in the room where voting was held.

It was moved by President Krueger and seconded by Trustee Springman to adopt Resolution No. 13 - , “A Resolution Changing Precinct #3 Polling Place from St. Paul’s Evangelical Lutheran Church at 8080 North 47th Street to the Lois and Tom Dolan Community Center at 4355 West Bradley Road”. The motion carried unanimously.

VIII. Village President’s Report

Village President Krueger reported on the following:

Meeting at the Library that took place to discuss the Beaver Creek Condo Development
Calls for service at the Bradley Crossing apartment complexes
North Shore Fire Department Meeting

IX. Village Manager’s Report

Mr. Hall reported on the following:

In the process of holding meetings with the individual department head to discuss current projects
North Shore Manager’s Meeting
WCMA Regional Meeting
iPads are ready for pickup

X. Recess into Closed Session pursuant to §19.85 (1) (c)(e) Wisconsin Statutes for the following reasons:

- (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of discussing personnel matters.
- (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

It was moved by Trustee Springman and seconded by Trustee Weddle-Henning to recess into Closed Session at 7:30 p.m. The motion carried unanimously.

It was moved by Trustee Springman and seconded by Trustee Baker to reconvene into Open Session at 8:55 p.m. The motion carried unanimously.

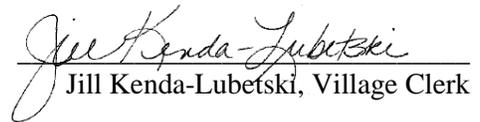
XI. Reconvene into Open Session for Possible Action on Closed Session Deliberations

A) Review Original Village Construction status and authorize Staff to proceed with bidding process

It was moved by Trustee Schilz and seconded by Trustee Oates to authorize Staff to proceed with the bidding process for the Original Village Street Scaping Project. The motion carried unanimously.

XII. Adjournment

It was moved by Trustee Springman and seconded by Trustee Oates to adjourn at 8:59 p.m. The motion carried unanimously.


Jill Kenda-Lubetski, Village Clerk

ORDINANCE NO. _____

**An Ordinance Amending Sections 2-105 and 2-126 of the Brown Deer Village Code
Pertaining to Village Manager/Clerk/Executive Secretary**

The Village Manager and the Board of the Village of Brown Deer, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Sections 2-105 and 2-126 of the Brown Deer Village Code are hereby amended to provide as follows:

DIVISION 2. VILLAGE MANAGER/CLERK

Section 2-105 Powers and limitations.

(a) In the discretion of the Village Board, the positions of Village Manager and Village Clerk may be combined from time to time.

(b) *Personnel.* The Village Manager shall be entitled to the cooperation and assistance of all officers and employees of the Village so that the affairs of the Village will be most economically and harmoniously administered.

(c) *Purchases.* All purchases made on the behalf of the Village must be made in accordance with the purchasing procedures adopted by the Village Board and on file with the Village Manager.

(d) *Licenses.* The Village Manager/Clerk shall be empowered to issue the following licenses without prior approval of the Village Board:

- (1) Soda water licenses;
- (2) Cigarette vendors licenses;
- (3) Bartenders licenses;
- (4) Renewals only of fermented malt beverage and/or intoxicating liquor licenses;
- (5) Renewals only of pharmacist's permits;
- (6) Peddlers and solicitors permits and licenses: and

(7) Sexually oriented business licenses. (prior Code, § 3-1.06)

DIVISION 3. ALTERNATE DEPUTY CLERK/EXECUTIVE SECRETARY

Sec. 2-126. Creation of office.

The Village Board shall have the authority to designate a Village Clerk independent of the position of Village Manager. Alternately, the Village Board may, at such times as the Village Manager shall be appointed Village Clerk, authorize a Deputy Clerk/Executive Secretary to the Village Manager.

SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2013.

Carl Krueger, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk

IDENTIFIER : _____

NATIONAL OBJECTIVE CODE :

MILWAUKEE COUNTY COMMUNITY DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT, between the Village of Brown Deer, (hereinafter RECIPIENT) and the Milwaukee County Department of Health and Human Services, Housing Division (hereinafter COUNTY), is entered into pursuant to a resolution of the Milwaukee County Board of Supervisors adopted on (March 5, 2012) (File No. 12-322) making this project part of a Community Development Block Grant approved by the United States Department of Housing and Urban Development (B-12-DC-55-0001). THIS AGREEMENT incorporates by reference the "CDBG and HOME Sub-recipient Compliance Manual" dated May 2012 between the COUNTY and RECIPIENT, attached.

WITNESSETH

In consideration of the benefits accruing to each, the RECIPIENT and COUNTY mutually agree and covenant:

1. SCOPE OF SERVICE PROVIDED BY RECIPIENT/STATEMENT OF WORK

The RECIPIENT shall complete the objective(s) identified in this Scope of Service, complying with the Proposal for Funding submitted for this project, unless otherwise specified in this Agreement, with the schedule(s) and projected beneficiaries (if applicable) established in the attached Schedule(s) of Performance (Form 2), and with the approved budget in Part A of the attached Schedule of Paid Costs (Form 5).

The RECIPIENT shall

Utilize CDBG funding to pay for rent and operation support for the provision of services to seniors (HUD definition) for the Brown Deer Senior Citizen's Center located in the lower level of St. Paul's Church at 8080 North 47th Street, Brown Deer Wisconsin, except services pertaining to entertainment and recreation.

Documentation Required: Income verification forms of seniors who reside in Milwaukee County CDBG jurisdiction.

(See Attached Income Limits).

(Performance Detail Submission = Form 3)

2. TIME OF PERFORMANCE/SCHEDULE OF PERFORMANCE

This Agreement commences on January 1, [2012]. The RECIPIENT'S "Scope of Service shall be completed by December 31, [2012], subject to provisions in Paragraphs 6D and 8.

3. COMPENSATION/BUDGET

The total compensation paid by the COUNTY to the RECIPIENT for the Scope of Service shall not exceed \$18,577.00 (Eighteen thousand, five hundred and seventy-seven dollars).

4. AVAILABILITY OF FUNDS

- A. The SCOPE OF SERVICE contained in this Agreement is 100% funded under the U.S. Department of Housing and Urban Development's Community Development Block Grant program. Should the availability of these federal funds be reduced, the COUNTY and the RECIPIENT agree that, by action of the County Board of Supervisors, the RECIPIENT's Compensation, as provided for in Paragraph 3 of this Agreement, shall be modified and reduced, and/or the RECIPIENT's Time of Performance, as provided for in Paragraph 2 of this Agreement, shall be modified or reduced. (RECIPIENT will be notified in writing, of any such modification or reduction).
- B. In the event of such modification or reduction, COUNTY and RECIPIENT shall agree upon the portions of the Agreement to be modified or reduced.

5. CONDITIONS OF PERFORMANCE FOR PAYMENT AND REPORTING

- A. The RECIPIENT's failure to complete the objective(s) listed in the Scope of Service, based on the Schedule(s) of Performance, is cause for the COUNTY's termination of this Agreement. The COUNTY's forbearance in this manner does not waive any other rights under this Agreement.
- B. The RECIPIENT shall comply with:
 - (1) Title I of the Housing and Community Development Act of 1974, as amended, and all federal regulations promulgated there under,
 - (2) 24 CFR 570.502, Uniform Administrative Requirements, including 24 CFR 84, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; or Office of Management and Budget Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, whichever is applicable,
 - (3) Office of Management and Budget Circular A-87, Cost Principles for State and Local Government; Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations; or Office of Management and Budget Circular A-21, Cost Principles for Educational Institutions, whichever is applicable.
 - (4) Office of Management and Budget Circular A-128, Audits of State and Local Governments; or Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Organizations, whichever is applicable.
 - (5) Other program requirements pursuant to 24 CFR 570.600 to ensure that each activity is conducted according to all federal laws and regulations described herein, except that the RECIPIENT does not assume the COUNTY'S environmental responsibilities described at 24 CFR 570.609 and review process described at 24 CFR Part 52. County shall approve each project prior to completion.
 - (6) 24 CFR 570.502, Uniform Administrative Requirements, including 24 CFR part 35, subpart (j) regarding Lead-Based Paint Poisoning Prevention in Certain Residential Structures."

The RECIPIENT shall ensure these requirements are complied with in all contracts and subcontracts executed under this Agreement.

- C. On all projects involving construction, except residential rehabilitation of less than eight units, the RECIPIENT shall:
 - (1) Assume responsibility for, and ensure compliance with, all municipal, county, state and federal bidding procedures.
 - (2) Include in every bid solicitation and contract, documents prepared and supplied by the COUNTY. The RECIPIENT shall submit the bid specification and contract to the COUNTY for approval prior to the solicitation of bids.
 - (3) Place in any advertisement or legal notice soliciting bids for this project specific language provided by the COUNTY. Prior to publication of such advertisement or notice, the RECIPIENT shall submit a copy of said advertisement or notice to the COUNTY for approval.
- D. On all projects contracting professional services, the RECIPIENT shall:
 - (1) Request proposals from at least three practitioners of the service required – six practitioners if the formal quote is \$50,000.00 and above. The RECIPIENT shall record each solicitation and its response. (See Section 3.2/General Purchasing in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.)
 - (2) Comply with federal and COUNTY regulations to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process, pursuant to Section 3.4/Contracting in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.
 - (3) Adhere to the provisions of the Davis-Bacon Act regarding federal fair labor and wage requirements established by that act and make the required submissions, pursuant to Section 5.1/Construction in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.

E. To obtain payment, the RECIPIENT shall submit to the COUNTY:

- (1) An updated and executed (original signature) Form 1: Payment Request/Financial Control that summarizes the total payment request;
- (2) An updated Form 2: Schedule of Performance for each objective that payment is sought for;
- (3) A completed Form 5: Schedule of Paid Costs that, in Part A, summarizes, by budgeted cost category, the current payment request and previous payment requests and, in Part B, details each budgeted cost category for which payment is sought, along with evidence of all costs and expenditures, including payrolls, invoices, cancelled checks, or other documentation the COUNTY may require;
- (4) If applicable, the document indicated by an X below, submitted at the frequency also indicated by an X:

 ___ Form 3: Direct Benefit Clientele Performance Detail.
 Submitted for each objective so specifically designated in Paragraph 1, Scope of Services above, at the following times:

 ___ Each time payment is sought.
 ___ At completion of project.
 ___ At end of program year.

 ___ Form 4: Presumed Benefit Clientele Performance Detail.
 Submitted for each objective so specifically designated in Paragraph 1, Scope of Services above, at the following times:

 ___ Each time payment is sought.
 ___ At completion of project.
 ___ At end of program year.
- (5) The COUNTY will not provide reimbursements if timely quarterly reports have not been submitted. (See Section 6.1/Quarterly Reports in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.)

The COUNTY reserves the right to pay for services based upon the amount of work completed.

- F. If the RECIPIENT is a department, division, section, agency or other office of Milwaukee County, the RECIPIENT shall not establish any work authorization under this Agreement without the prior approval of the COUNTY.
- G. The RECIPIENT shall comply with all applicable laws, ordinances, codes and statutes of the State of Wisconsin, Milwaukee County, and the community wherein service under this Agreement is performed.

6. FUND REVERSION, ASSETS, AND PROGRAM INCOME

- A. Upon expiration of this Agreement, the recipient shall transfer to the County any Community Development Block Grant funds not expended or incurred by the RECIPIENT under this Agreement and all accounts receivable attributable to the use of Community Development Block Grant funds, pursuant to 24 C.F.R. 570.503(b)(7). Any and all such funds shall not accumulate as project funds unless authorized in writing by the COUNTY.
- B. When any asset other than real property, acquired by the RECIPIENT in whole or in part under this Agreement, is no longer used for the purpose established under this Agreement, the RECIPIENT shall, at the COUNTY's discretion, either pay the COUNTY the fair market value of the asset or transfer control of the asset to the COUNTY. This provision shall remain in force for the economic life of the asset.
- C. When any real property is acquired or improved in whole or in part with Community Development Block Grant funds (including Community Development Block Grant funds provided to RECIPIENT in the form of a loan) in excess of \$25,000 made available under the terms in this Agreement, the RECIPIENT must ensure that either:
 - (1) the property is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY, or
 - (2) the property is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 6.C.1 of this Agreement).
- D. All program income (gross income received by the RECIPIENT directly generated from the RECIPIENT's use of funds under this Agreement) received by the RECIPIENT must be returned to the COUNTY. If the completion of the objectives of the project described in the Scope of Services of this Agreement requires the use of program income, the RECIPIENT may reserve the use of the program income for this project upon amendment of this Agreement. Use of program income in this manner shall continue to be subject to this Agreement, notwithstanding the Time of Performance provisions in Paragraph 2 of this Agreement, unless stated otherwise in the amendment.

7. RECORDS AND AUDITS

- A. The RECIPIENT shall maintain records in accordance with the requirements prescribed by U.S. Department of Housing and Urban Development (hereinafter HUD) and the COUNTY for all matters covered by this Agreement. These records shall be maintained for a period of four years after receipt of the COUNTY's final payment under this Agreement.
- B. The RECIPIENT shall collect and maintain such information, as the COUNTY shall require. This information includes, but is not limited to:
 - (1) Demographic information on the population directly benefiting from this Agreement;
 - (2) Acquisition and relocation information;
 - (3) Housing stock/assistance information;
 - (4) Environmental information;
 - (5) Equal opportunity, affirmative action, employment, fair housing, and minority and women business enterprise information;
 - (6) Public involvement/citizen participation information.
- C. All costs under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers. This and other documentation exhibiting, in proper detail, the nature of other accounting documents pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible.
- D. At such times and in such form as HUD or the COUNTY may require, the RECIPIENT shall provide HUD or the COUNTY with such statements, records, reports, data and/or information as HUD or the COUNTY may request for matters covered by this Agreement.
- E. The RECIPIENT will permit HUD, the COUNTY, the County Department of Audit, the Comptroller General of the United States, or any other party the COUNTY may name, when and as they demand, to audit, examine and make excerpts or transcripts from any records or other information relating to all matters under this Agreement.

8. AMENDMENT OF AGREEMENT

The COUNTY or the RECIPIENT may request changes under this Agreement. Changes mutually agreed upon shall be incorporated in a written amendment of this Agreement.

9. ASSIGNABILITY OF AGREEMENT

The RECIPIENT shall not subcontract, assign or transfer any interest in this Agreement in any manner without the prior written approval of the COUNTY.

10. REMEDIES FOR NONCOMPLIANCE

If RECIPIENT materially fails to comply with any term of this Agreement, whether stated in its terms, in a federal statute or regulation, or elsewhere, the COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT or more severe enforcement action by COUNTY;
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- C. Wholly or partly suspend or terminate the current funding award for the RECIPIENT's project;
- D. Withhold further funding for the project; or
- E. Take other remedies that may be legally available.

11. TERMINATION OF AGREEMENT

- A. In accordance with 24 CFR 85.43, if, through any cause, the RECIPIENT fails to fulfill in timely and proper manner the obligations under this Agreement, or if the RECIPIENT violates any of the terms of this Agreement, the COUNTY may immediately terminate this Agreement by written notice to the RECIPIENT. In such event, all finished or unfinished material prepared by the RECIPIENT under this Agreement shall at the option of the COUNTY become the property of the COUNTY. The RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY because of any breach of the Agreement by the RECIPIENT. The COUNTY may withhold any payments to the RECIPIENT until such time as the amount of any damages due the COUNTY from the RECIPIENT is determined.

- B. The COUNTY may terminate this Agreement at any time for any reason pursuant to 24 CFR 85.44 by giving at written notice to the RECIPIENT. If so terminated, the RECIPIENT will be paid the same ratio to the total compensation as the services actually performed bear to the total services of the RECIPIENT under this Agreement, less payment previously made.
- C. The COUNTY may terminate this Agreement if the RECIPIENT does not meet and document the CDBG program's broad National Objectives, including benefiting low and moderate-income people and aiding in the prevention or elimination of slums or blight. (See Section 6.3/CDBG Program National Objectives in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.) Other reasons for termination of this Agreement by the COUNTY include, but are not limited to, the RECIPIENT'S failure to:
- follow the established procurement policy for obtaining formal quotes, pursuant to Section 3.2/General Purchasing in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual;
 - follow the mandates of the Davis-Bacon Act, pursuant to Section 5.1/Construction in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual;
 - comply with federal and COUNTY regulations concerning the use of local business firms and contracts with minority-owned, and/or women-owned businesses, pursuant to Section 3.4/Contracting in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.
- D. The RECIPIENT may terminate this Agreement upon written notification to the COUNTY, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the funding will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- E. Unearned payment under this Agreement may be suspended or terminated upon the RECIPIENT's refusal to accept any additional conditions that may be imposed by HUD upon this Agreement, or if the federal funds providing money for this Agreement are in whole or in part suspended or terminated with or without cause.

12. LABOR STANDARDS, WITHHOLDING OF WAGES, AND DEBARRED CONTRACTORS

- A. RECIPIENT agrees to include in all covered construction contracts, funded in whole or in part with funds provided herein, Federal Labor Standards Provisions and other required information which will be supplied to RECIPIENT by COUNTY pursuant to paragraph 5.C.(2) of this Agreement.
- B. RECIPIENT agrees to adhere to the provisions of the Davis-Bacon Act regarding federal fair labor and wage requirements established by that act and make the required submissions, pursuant to Section 5.1/Construction in the Milwaukee County Housing Division CDBG and HOME Sub-recipient Compliance Manual.
- C. If, under this Agreement, there is any underpayment of wages by the RECIPIENT or by any subcontractor to the RECIPIENT, as determined by applicable regulations established under the Davis-Bacon Act, as amended, and the Contract Work Hours and Safety Standards Act, the COUNTY may withhold from payment due the RECIPIENT an amount sufficient to pay underpaid employees the difference between the wages required to be paid, and the wages actually paid. When the RECIPIENT or any subcontractor refuses to pay out underpayments as required, the COUNTY to the underpaid employees shall disburse the amount withheld.
- D. The RECIPIENT shall not employ, award contracts to, or otherwise fund or engage the services of any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of Title 24 of the Code of Federal Regulations.

13. DISCRIMINATION, EQUAL OPPORTUNITY AND LOCAL EMPLOYMENT

- A. The RECIPIENT shall comply with:
- (1) Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - (2) Title VIII of the Civil Rights Act of 1968, which states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin. Title VIII also requires that programs and activities relating to housing and urban development be administered in a manner to affirmatively further fair housing.
 - (3) Executive Order 11063, as amended by Executive Order 12259, which prohibits discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided in whole or in part under this Agreement.

(4) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part under this Agreement. Furthermore, the RECIPIENT shall not discriminate against any person in any manner under the Age Discrimination Act of 1975 or Section 504 of the Rehabilitation Act of 1973 under this Agreement.

(5) Executive Order 11246, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally, assisted construction contracts. The RECIPIENT shall ensure contractors and subcontractors on federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

B. The RECIPIENT shall comply with Section 3 of the Housing and Urban Development Act of 1968, which requires that to the greatest extent feasible opportunities for training and employment be given to lower income persons residing within the unit of local government or the metropolitan area in which the project is located, and that 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 same metropolitan area as the project.

14. ACQUISITIONS, RELOCATION AND DISPLACEMENT

A. If under this Agreement the RECIPIENT acquires real property, in whole or in part, the RECIPIENT shall be guided, to the greatest extent practicable under State law, by the land acquisition policies of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Property owners will be paid or reimbursed for necessary expenses as specified in the Uniform Act.

B. The RECIPIENT under this Agreement shall not cause the voluntary or involuntary displacement of persons, business, organizations or farms from their homes or neighborhoods except as in conformance with the Housing and Community Development Act of 1974, as amended, and the COUNTY's displacement policies.

15. PROHIBITED ACTIVITIES

A. The RECIPIENT shall not use any funds, materials, property or services provided directly or indirectly under this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

B. The RECIPIENT shall comply with the following:

(1) No federal appropriated funds, including those provided under this Agreement, have been paid or will be paid, by or on behalf of the RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the RECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The RECIPIENT shall require that the language contained in Paragraph 15 B. (1),(2), and (3) be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans , and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

C. The RECIPIENT shall not use any of the funds provided under this Agreement for publicity or propaganda purposes to support or defeat legislation pending before the Congress.

D. The RECIPIENT shall ensure that no employee, agent, contractor or subcontractor, consultant, officer, elected or appointed official of the RECIPIENT who exercise or have exercised any functions or responsibilities in activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Under circumstances determined only by HUD, an exception may be granted to this.

E. The RECIPIENT shall ensure that no funds received under this Agreement are used for acquisition or construction purposes in an area having flood hazards located in a community not in compliance with the National Flood Insurance Program pursuant to the Flood Disaster Protection Act of 1973. The use of any funds for acquisition or construction purposes in flood hazard areas is subject to the mandatory purchase of flood insurance requirements of said Act.

- F. The RECIPIENT shall ensure that no funds under this Agreement are used in conflict with the Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in newly constructed or rehabilitated residential structures. The RECIPIENT shall comply with regulations published by HUD to notify tenants of and to eliminate lead-based paint hazards in existing housing.

16. COPYRIGHTS AND PATENTS

- A. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD and the COUNTY reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all such work.
- B. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD if patent protection for such invention or discovery shall be sought and how rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered.

17. INDEMNIFICATION

- A. The RECIPIENT agrees to pay for the worker's compensation coverage of his employees and for all liability arising out of the negligence of the RECIPIENT or his employees. It is understood and agreed that the RECIPIENT and his employees are not the agents, representatives, or employees of the COUNTY or Milwaukee County and have no authority to obligate the COUNTY or Milwaukee County in any manner.
- B. If any action in court is brought against the COUNTY, Milwaukee County, or any of its offices, agents, or employees for the failure, omission, or neglect of the RECIPIENT to perform any of the covenants acts, matters or things under this Agreement, or for injury or damage caused by the alleged negligence of the RECIPIENT, its officers, agents or employees, the RECIPIENT shall indemnify and save harmless the COUNTY, Milwaukee County and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The RECIPIENT shall be solely responsible for the conduct and performance of the services required under this Agreement and for the results wherefrom.

18. AGREEMENT DATE

- A. For purposes of reference only, the date of this Agreement shall be the date of execution by Milwaukee County.

Sub-recipient name

In Witness Whereof, the RECIPIENT and the COUNTY have executed this Agreement for and on their respective behalf on the dates stated.

FOR MILWAUKEE COUNTY:

[DHHS Director]
Department of Health & Human Services

DATE _____

FOR [sub-recipient]:

_____ DATE _____

(Printed or typed name of above signature)

APPROVED AS TO FORM

_____ DATE _____
(Corporation Counsel Signature)