

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
March 4, 2013
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – February 18, 2013
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. Presentation by Gateway Technical College regarding its Referendum on the April 2, 2013 Spring Election ballot.
8. New Business
 - A. Consider Resolution #13-05 authorizing the disposal of surplus vehicles.
 - B. Consider Resolution #13-06 approving Amendment 1 to the Community Development Block Grant – Emergency Assistance Contract #08-68.
 - C. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
 - 1) Approve Letter of Credit Reduction for the Westfield Development
 - 2) Approve Letter of Credit Reduction for the Ashbury Creek Development.
9. Village Board Comments
10. Adjournment

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 – 39th Avenue, Pleasant Prairie, WI (262) 694-1400

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY**

**9915 - 39th Avenue
Pleasant Prairie, WI
February 18, 2013
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, February 18, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas and Steve Kumorkiewicz. Trustees Allen and Serpe were excused. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; and Jane M. Romanowski, Village Clerk. Three citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - FEBRUARY 4, 2013**

Steve Kumorkiewicz:

Motion to approve as written.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Any discussion?

KUMORKIEWICZ MOVED TO APPROVE THE MINUTE OF THE FEBRUARY 4, 2013 VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY YUHAS; MOTION CARRIED 3-0.

- 5. CITIZEN COMMENTS**

Jane Romanowski:

There are no signups tonight, Mr. President.

Village Board Meeting
February 18, 2013

John Steinbrink:

Anyone wishing to speak under citizens' comments?

6. **ADMINISTRATOR'S REPORT** – None.

7. **NEW BUSINESS**

A. **Receive Plan Commission recommendation and consider Ordinance #13-08 for several Zoning Map Amendments related to land within the Chiwaukee Prairie/Carol Beach Land Use Plan area that have been acquired by a public or non-profit agency for open space and/or preservation.**

Jean Werbie-Harris:

Mr. President and members of the Board, Ordinance #13-08 is for several zoning map amendments related to land within the Chiwaukee Prairie/Carol Beach area of the Village of Pleasant Prairie. These are lands that have been acquired in the public's interest by nonprofit agencies for open space or for preservation purposes.

Specifically, the Chiwaukee Prairie Land Use Management Plan was adopted by the Town of Pleasant Prairie in 1985. The plan had recommended that ultimately all of the lands that are identified on this slide in the green area to be acquired for open space preservation. And once they were acquired they would be placed into the C-3, Natural and Scientific Area Resource Conservancy District. This is the designated natural resource based preservation and protection district of the Village.

As you know, the C-3 District is intended to preserve and enhance natural features such as scenic, historic and scientific areas that are associated with plant and animal communities and to prevent the destruction of valuable natural and scenic areas including wetlands, shorelands, navigable waters, prairies, meadows, sand dunes, woodlands, wildlife habitat areas and areas subject to high erosion. Carol Beach and this area is the only area that has the C-3 designation. As you know, the Land Use Management Plan also identifies those lands that are in the primary environmental corridor. And, again, primarily most of these lands fall within that specific designation.

Properties that have been acquired in 2012 have been acquired by the Wisconsin Department of Natural Resources as well as The Nature Conservancy of Wisconsin. And I'm going to go through these for you. There are six different properties that have been acquired. And they are proposed to be rezoned into that C-3 District.

The first is Tax Parcel 93-4-123-191-1295. It's proposed to be rezoned from the R-5, which is Urban Single Family Residential and C-1 District to the C-3 District. The second is Tax Parcel Number 93-4-123-203-0185. It's proposed to be rezoned from R-5 and C-1 to C-3. All of the properties that I'm going to identify for you today will remain in the LUSA District which is the Limited Urban Service Overlay District. In addition, any portions of any properties that are

Village Board Meeting
February 18, 2013

located within the FPO which is the Floodplain Overlay District or within the Shoreland District, those overlays will remain on the properties.

The next property is Tax Parcel 93-4-123-304-0295. It's proposed to be rezoned from R-5 to C-3. The next is Tax Parcel 93-4-123-322-0205. It's proposed to be rezoned from R-5 and C-1 to the C-3 District. And, finally, the last two properties are 93-4-123-323-0765 which is proposed to be rezoned from C-1 to C-3. And, finally, 93-4-123-323-1165 is proposed to be rezoned from the R-5 and C-1 to the C-3 District.

This is a matter that was before the Village Plan Commission at their last meeting last week Monday. A public hearing was held regarding this matter. There were no comments from the audience with respect to the rezoning. The Village staff and the Plan Commission recommend that the zoning text amendments which is part of Ordinance #13-08 be approved as presented.

Steve Kumorkiewicz:

So moved. We were all at the Planning Commission meeting last week. Consequently I move to approve it.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Steve, second by Monica. Any further discussion on this item?

KUMORKIEWICZ MOVED TO CONCUR WITH THE PLAN COMMISSION RECOMMENDATION AND ADOPT ORDINANCE #13-08 APPROVING SEVERAL ZONING MAP AMENDMENTS RELATED TO LAND WITHIN THE CHIWAUKEE PRAIRIE/CAROL BEACH LAND USE PLAN AREA THAT HAVE BEEN ACQUIRED BY A PUBLIC OR NON-PROFIT AGENCY FOR OPEN SPACE AND/OR PRESERVATION; SECONDED BY YUHAS; MOTION CARRIED 3-0.

B. Consider a Professional Engineering Services Agreement for the STH 165 Water Tower Painting project.

John Steinbrink, Jr.:

Mr. President and members of the Board, the water utility department is scheduled to repaint the 165 elevated water tower. This water tower was constructed in 1995, holds a volume of 750,000 gallons. A recent water tower inspection determined the water tower wet interior and interior/exterior are due to be repainted. The professional services and inspection of the tower painting will be paid for from the water utility capital fund.

Village Board Meeting
February 18, 2013

Contract summary for the repainting of the 165 water tower which is all funded from the water utility estimated at \$23,206 will include preparation of technical specifications and contract documents, project administration, a preconstruction meeting, daily inspection services for surface preparation of the wet interior, and critical phase inspection for interior and exterior services. Dixon Engineering has provided a satisfactory reference list, project resumes and statement of qualifications which are attached in your packet. I recommend that the Village enter an agreement with Dixon Engineering for the amount of \$23,206 for these services, and I can answer any questions.

John Steinbrink:

Any questions?

Steve Kumorkiewicz:

We went through this before.

Monica Yuhas:

I'll make a motion to approve the service agreement to Dixon.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve for adoption. Any questions?

YUHAS MOVED TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH DIXON ENGINEERING IN THE AMOUNT OF \$23,206 FOR THE STH 165 WATER TOWER PAINTING PROJECT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

C. Consent Agenda

- 1) Approve the request of David Klimisch for a Lot Line Adjustment between the property lines of 10010 Wilmot Road and 8491 East Ridge Drive.**
- 2) Consider Operator License Applications on file.**

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

Village Board Meeting
February 18, 2013

John Steinbrink:

Motion by Monica, second by Steve. Any discussion on Items 1 or 2?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0.

8. VILLAGE BOARD COMMENTS – None.

9. ADJOURNMENT

YUHAS MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 3-0 AND MEETING ADJOURNED AT 6:10 P.M.

COMMUNITY NEEDS ARE DRIVING OUR VISION FOR THE FUTURE.

Why a Referendum Now?

Gateway Technical College continues to serve a critical role in the economic and educational needs of our community. Recently we conducted studies to ensure we were in alignment with community expectations for workforce training and advanced skill requirements in each of the three counties we serve. In response to those articulated needs, Gateway administration and the Board of Trustees introduced a plan to better serve our students and our communities. Keeping our region competitive requires preparing students and workers with the knowledge and skills necessary to spur job growth and individual success.

What's the Plan?

Gateway constantly adapts its programs and facilities to meet the needs of the community. As community needs exceed the available resources, Gateway is seeking funds to add, upgrade and expand through a bond referendum put before voters on April 2, 2013 in the three counties served by Gateway.

What Are the Benefits to the Community?

- A state-of-the-art Public Safety Training Center would provide new and enhanced training opportunities to the three-county area for veteran law enforcement officers, corrections, fire and EMS workers, as well

as students entering these career study areas. Currently, public safety workers are often forced to travel out of the area or out of the state to fulfill their required training courses. The Center would include:

- A 3-block simulated learning city to provide training using real life situations faced by emergency responders.
- 30,000 square foot classroom and tactical labs facility.
- Emergency Vehicle Operation Training Course (EVOC).
- Indoor Pistol/Rifle Firing Range.
- Equipment, vehicles and facility garage.
- Expansion and renovation of the Elkhorn campus to accommodate new and expanding program areas to meet a growing need for these positions in the community. The expansion would include:
 - A new food quality lab technician program and lab
 - A new Veterinary Technician program and science lab. A Gateway-conducted assessment of area veterinarians predicts a 52% increase in job growth.
 - With an expected 25% growth over the next 10 years in Walworth County, the Hospitality industry will be in constant need of trained workers. Extending Gateway's cosmetology and culinary arts programs to the Elkhorn Campus, where Gateway's Hotel/Hospitality

program is already established, will further support the industry.

- Expanded Elkhorn welding lab.
- New CNC program and lab.
- Renovation of the Kenosha campus would improve access to student enrollment and learning support services. Vacated space would be redesigned and repurposed for an Interior Design lab and studio space, and a new Barbering program and lab.
- Renovation of the Technical Building on the Racine Campus would include a new Freshwater Technician program lab. Excellent growth in job potential; many regional water technology firms.
- All campuses would be upgraded to be more energy efficient. These upgrades include new LED lighting and replacing 30–40-year old boilers. These energy efficiency upgrades could save \$50,000 to \$100,000 per year.

What Are the Needs?

If approved by voters, the \$49 million would cost each property owner \$9.73 per year, per \$100,000 valuation. With these funds, the college could implement its strategic plan at an accelerated rate and bring those benefits to students and the community in a timely way. Benefits to the community would outweigh the cost through expanded programs, course offerings and enhanced training opportunities for the entire community.

TOTAL PROPOSAL | COST: \$49 million | ANNUAL IMPACT / \$100,000 HOME: \$9.73

Academic Programming Expansion

These projects allow for Gateway to provide training in facilities built for career-specific education, using state-of-the-art equipment used in the workplace today for these in-demand careers.

Public Safety and Training Center—central location in Gateway District

Building & Land purchase: \$11,568,000
Equipment: \$4,000,000
Total cost: \$15,568,000

Expand and renovate Elkhorn Campus allowing for several new programs to be introduced to the campus/others, including automated manufacturing to be expanded

Expansion & Remodel: \$10,090,000
Equipment: \$3,500,000
Total: \$13,590,000

Renovate Racine Campus including new Fresh Water Resources lab

Remodeling: \$1,765,000
Equipment: \$ 750,000
Total: \$2,515,000

Remodel portion of Kenosha Campus Technical building including interior Design, Barbering labs)

Remodeling: \$1,241,000
Equipment: \$1,000,000
Total: \$2,241,000

Increased Access/Improved Student Retention

These projects will provide students and the community with greater access to Gateway services. The project, similar to that recently completed on the Racine and Elkhorn campuses, will match the facility to the new student success model. In addition, a Learning Success Center which includes placement testing, tutoring and other academic support services would be created.

Expand and Renovate Kenosha Campus Student Services Center

Expansion & Renovation: \$6,807,000
Equipment: \$1,000,000
Total \$7,807,000

District Projects and Energy Efficiency

These projects include updating aging HVAC equipment and lighting to save taxpayer dollars and create a more comfortable learning environment. These projects also remodel or add to facilities for more appropriate use as we respond to community needs.

Energy Efficiency and Infrastructure:

Cost: \$5,000,000

Administration Center Expansion to bring administrative functions together and allow for more appropriate use of former space

Expansion: \$2,029,000
Equipment: \$ 250,000
Total: \$2,279,000



TOTAL PROPOSAL | COST: \$49 million | ANNUAL IMPACT / \$100,000 HOME: \$9.73



Office of the Village
Director of Public Works
John Steinbrink, Jr.

To: Michael Pollocoff
From: John Steinbrink Jr.
Subject: Vehicle Disposal Approval
Date: March 4, 2013

I am requesting approval for the disposal of the following Village vehicles which have reached the end of their useful life and are currently being stored at the Prange Center:

Vehicle 6921 – 1992 Ford Tandem Axle Dump Truck, 84,113 miles

Vehicle 6963 – 1996 Leach Rear Loader Garbage Truck, 257,338 miles

Vehicle 9401 - 2004 Dodge Intrepid, 111,159 miles

Cost savings would be realized in the elimination of insurance, repair and/or storage costs.

The aforementioned vehicles/equipment will be sent to auction.

I recommend that the above vehicles be disposed of.

* * * * *

RESOLUTION #13-05

**RESOLUTION AUTHORIZING THE
VILLAGE OF PLEASANT PRAIRIE
TO DISPOSE OF SURPLUS VEHICLES**

WHEREAS, the Village of Pleasant Prairie Fleet Service Fund inventory includes a 1992 Ford Tandem Axle Dump Truck (84,113 miles), a 1996 Leach Rear Loader Garbage Truck (257,338 miles) and a 2004 Dodge Intrepid (111,159 miles); and

WHEREAS, the 1992 Ford Tandem Axle Dump Truck, the 1996 Leach Rear Loader Garbage Truck and the 2004 Dodge Intrepid are no longer capable of performing the services required by the Village because of their age, hours of operation and condition; and

WHEREAS, the three vehicles are no longer needed to meet the needs of the Village.

NOW, THEREFORE, BE IT RESOLVED, that the Village Administrator be authorized to transfer the 1992 Ford Tandem Axle Dump Truck, the 1996 Leach Rear Loader Garbage Truck and the 2004 Dodge Intrepid to Auction Associates to auction for the highest and best price.

Passed and adopted this 4th day of March, 2013.

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted: _____

RESOLUTION #13-06

**RESOLUTION APPROVING AMENDMENT ONE TO
COMMUNITY DEVELOPMENT BLOCK GRANT –
EMERGENCY ASSISTANCE CONTRACT CDBG-EAP #08-68**

WHEREAS, in December, 2009, the Village applied for a Community Development Block Grant (CDBG) requesting funds through the U.S. Department of Housing and Urban Development to address flooding issues in six areas of the Village; and

WHEREAS, in May 2010, the Village was notified funds would be awarded to address flooding issues for two of the six area which included an owner-occupied residence in the Pleasant Homes Subdivision and in South Kenosha; and

WHEREAS, on July 19, 2010 the Village Board approved the original CDBG-Emergency Assistance Contract #06-68 with the State of Wisconsin; and

WHEREAS, Amendment 1 extending the contract term to December 31, 2012, was processed in October 2011 but inadvertently was not approved by the Village Board; and

WHEREAS, on December 17, 2012 the Village Board approved Amendment 2 to this contract extending the term of the agreement to December 31, 2013 allowing Village crews to use remaining funds to install additional swales in the South Kenosha area.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin hereby approves Amendment 1 to Contract CDBG-EAP #08-68.

Passed and adopted this 4th day of March, 2013.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink, President

Attest:

Jane M. Romanowski, Clerk

Posted:_____

Performance Period: 05/18/2010 thru 12/31/2011
Award Amount: \$794,300

VILLAGE OF PLEASANT PRAIRIE AGREEMENT NO. 10-75

COMMUNITY DEVELOPMENT BLOCK GRANT
EMERGENCY ASSISTANCE PROGRAM CONTRACT
BETWEEN
THE STATE OF WISCONSIN DEPARTMENT OF COMMERCE
AND
THE VILLAGE OF PLEASANT PRAIRIE

CONTRACT CDBG-EAP #08-68

THIS CONTRACT is made and entered into by and between the State of Wisconsin Department of Commerce, hereinafter referred to as the "Department," and the Village of Pleasant Prairie, hereinafter referred to as the "Grantee." This Contract is effective as of May 18, 2010, and after signature of all parties.

WHEREAS, the Department administers the Community Development Block Grant – Emergency Assistance Program (CDBG-EAP), hereinafter referred to as the "Program," through the Division of Housing and Community Development to provide funds for eligible activities; and

WHEREAS, the Grantee has submitted an application for the identified Program; and

WHEREAS, this Contract is a mutually exclusive contract and is distinguished from all previous contracts between the Grantee and the Department and contains the entire understanding between the parties; and it is the intention of the parties to this Contract that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

WHEREAS, pursuant to Section 560.9804 (1), Wis. Stats., the Department is authorized to enter into an agreement with an agent designated under Section 560.9804 (2), Wis. Stats., to allow the agent to do one or more of the activities identified in Section 560.9804 (1), Wis. Stats., as may be further limited under the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Sections 1 and 2 below, Articles 1 through 35, and ATTACHMENTS A through G which are annexed and made a part hereof.

SECTION 1: The Department, on reliance upon the representations set forth in the Application, has approved an award in the amount of **\$794,300** for eligible activities and will provide said funds to the Grantee consistent with the terms of this Contract and the Grantee's compliance with the conditions of this Contract; and

SECTION 2: The Grantee shall and will comply fully and completely with all provisions of this Contract in order to be eligible for the funds awarded under this Contract and to be in compliance with all provisions of this Contract.

STATE OF WISCONSIN
DEPARTMENT OF COMMERCE

By: 

James O'Keefe

Title: Administrator, Division of Housing and
Community Development

Date: 7/28/10

VILLAGE OF PLEASANT PRAIRIE

By: 

John P. Steinbrink

Title: Village President

Date: 7-19-10

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW

Liaison with the Department shall be through the Administrator of the Division of Housing and Community Development or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws and ordinances.

ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS

The source of program funding for this Agreement is described in the ATTACHMENTS.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

ARTICLE 4. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENTS.

All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in the ATTACHMENTS.

ARTICLE 6. OBJECTIVES/SCOPE OF WORK

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, the ATTACHMENTS shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute

resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. REPORTING

The Grantee shall submit all required reports to the Department in a complete and timely manner according to the schedule set forth in the ATTACHMENTS, and shall comply with all other applicable regulations.

ARTICLE 9. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

ARTICLE 11. TERMINATION OF AGREEMENT

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or

Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

ARTICLE 13. CAPTIONS AND TERMS

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.

ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

ARTICLE 15. AMENDMENT

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

ARTICLE 16. SPECIAL CONDITIONS

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

FISCAL TERMS AND CONDITIONS

ARTICLE 17. METHOD OF PAYMENT

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 60 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

ARTICLE 18. VARIANCES

Variances may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

ARTICLE 19. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent

payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 20. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

ARTICLE 21. PROGRAM INCOME

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

ARTICLE 22. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 23. PROCUREMENT

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

ARTICLE 24. CONFLICT OF INTEREST

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 25. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 26. PUBLICATIONS

The Department shall retain ownership of all materials produced under this Agreement. The Department grants to the Grantee royalty-free, non-exclusive, and irrevocable license to reproduce, publish, otherwise use, or authorize others to use such printed materials. All printed materials funded in whole or in part under this Agreement must contain the following statement.

"This publication and/or the activities described herein were funded by the
State of Wisconsin, Department of Commerce, Division of Housing and Community Development."

ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;

- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;
- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods; and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

ARTICLE 28. EXAMINATION OF RECORDS

Documents related to this Agreement shall be made available for review by the Department during normal business hours.

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. This provision shall also apply in the event of termination of this Agreement.

ARTICLE 29. AUDIT REQUIREMENTS

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.

Federal Funded Awards:

Governmental Grantees, or their assignees, including Non-Profit and For-Profit assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

Non-Profit Grantees, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

For-Profit Grantees, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$500,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

State Funded Awards:

NOTE: *If an audit is required under OMB Circular A-133 as described above, then this section does not apply, as State Funded Awards shall already be included in that audit.*

Governmental, Non-Profit, and For-Profit Grantees, or their assignees, that **expend** \$100,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within thirty (30) days from issuance of the report, but no later than nine (9) months after the end of the audit period.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Submit To:

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Federal Auditor
Wisconsin Department of Commerce
Division of Administrative Services
P.O. Box 7970
Madison, Wisconsin 53707-7970.

ASSURANCES

ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall comply with s. 16.765, Wis. Stats., as follows:

In connection with the performance of work under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following activities: 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. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of \$25,000 and who has a work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Department a completed and signed exemption form. General purpose units of government and Indian Tribes or Bands or Authorities are exempt from this requirement.

The Grantee shall include these provisions in any subcontract associated with this Agreement.

ARTICLE 31. DISCLOSURE

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the Government Accountability Board, Ethics and Accountability Division.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

ARTICLE 32. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

ARTICLE 34. UNIFORM ADMINISTRATIVE REQUIREMENTS

Dependent on the nature of your program, the following U.S. Office of Management and Budget (OMB) Circulars apply:

Although there are six grant circulars, the Grantee is only covered by three, depending on type of entity as follows:

States, local governments, and Indian Tribes follow:

- A-87 for cost principles
- A102 for administrative requirements, and
- A-133 for audit requirements

Educational Institutions (even if part of a State or local government) follow:

- A-21 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

Non-Profit Organizations follow:

- A-122 for cost principles
- A-110 for administrative requirements, and
- A-133 for audit requirements

ARTICLE 35. DEBARRED CONTRACTORS

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

**ATTACHMENT A
PROGRAM FUNDING SOURCE**

FUNDING SOURCE

The United States Government, through the Housing and Community Development Act of 1974, as amended, has established a program of Community Development Block Grants (CDBG) and has allowed each State to elect to administer CDBG funds for its nonentitlement areas, subject to certain conditions.

The funds awarded under this Contract are subject to the continued availability of funding from the U.S. Department of Housing and Urban Development.

For accounting purposes, the CFDA Numbers for the CDBG-Emergency Assistance Program are 14.219 and 14.228.

PROGRAM IMPLEMENTATION

The Grantee will comply with the CDBG-EAP guidance provided in the most recent edition of the CDBG-EAP Implementation Handbook. For your project, Chapters II, IV, V, VI, VII, and IX require immediate attention.

**ATTACHMENT B
PERIOD OF PERFORMANCE AND NOTICES**

Use of these funds is limited to the contracted activities and shall be used within the Performance Period.

The Performance Period for this Contract is May 18, 2010 to December 31, 2011.

For purposes of this Contract, the Performance Period stated is the allowable time to carry out the OBJECTIVES, SCOPE OF WORK and TIMETABLE as described in ATTACHMENT C.

NOTICES

For purposes of this provision, the Grantee shall notify the Department in writing within 10 days of change in the Grantee's address. All notices, demands or requests under this Contract shall be in writing to the address listed below:

To the Department: CDBG-EAP
 ATTN: Caryn Stone
 Division of Housing and Community Development
 Department of Commerce
 P. O. Box 7970
 Madison, WI 53707-7970

To the Grantee: Village Clerk
 Village of Pleasant Prairie
 9915 39th Avenue
 Pleasant Prairie, WI 53158

ATTACHMENT C OBJECTIVES / SCOPE OF WORK AND TIMETABLE

The Grantee agrees to accomplish the following with the funds described in ATTACHMENT F, BUDGET, of this contract:

1. CDBG-EAP funds from Budget Line H.1 shall be used for the rehabilitation of an owner-occupied residence in the Pleasant Homes Subdivision.
2. CDBG-EAP funds from Budget Line H.2 shall be used for the construction of stormwater management facilities in the South Kenosha grant area as identified in the Grantee's application materials dated December 3, 2009.
3. CDBG-EAP funds from Budget Line H.2 shall be used for contract administration costs.

The Grantee shall maintain a staff sufficient to administer the above-named activities. All files and records shall be kept at 8600 Green Bay Road, Pleasant Prairie 53158.

The Grantee agrees to complete this contract and indicated program objectives according to the following schedule:

<u>ON OR BEFORE</u>	<u>ACCOMPLISHMENTS</u>
September 30, 2010	<ul style="list-style-type: none"> - Designate a program administrator. - Secure administrative services, if needed, and submit procurement documentation and administrative subcontract to Commerce. - Set up files according to Department guidelines. - Establish financial management system and accounts, as needed. - Comply with the procedures outlined in the CDBG-EAP Procedures Handbook. - Initiate housing rehabilitation activity. - Conduct second citizen participation meeting. - Complete the Fair Housing actions per Attachment G. - Submit Beneficiaries Data and Accomplishments Reports.
December 31, 2010	<ul style="list-style-type: none"> - Report date of bid advertising and bid opening. - Submit project schedule, bid summary, and project costs. - Request Federal and State wage rates, as needed. - Submit Wage Decision documentation and Labor Standard Contract Officer Designee form. - Complete Environmental Review. - Complete housing rehabilitation activity. - Arrange for audit, if necessary. - Submit Beneficiaries Data and Accomplishments Reports.
January 15, 2011	<ul style="list-style-type: none"> - Submit audit-scheduling letter to Department of Commerce.
March 31, 2011	<ul style="list-style-type: none"> - Submit project Notice of Contract Award and project start date. - Initiate construction activities. - Submit Beneficiaries Data and Accomplishments Reports.
April 7, 2011	<ul style="list-style-type: none"> - Submit Semi-Annual Labor Standards Enforcement Report.
June 30, 2011	<ul style="list-style-type: none"> - Continue construction activities. - Submit Beneficiaries Data and Accomplishments Reports.

ON OR BEFORE

ACCOMPLISHMENTS

September 30, 2011

- Continue construction activities.
- Submit Beneficiaries Data and Accomplishments Reports.

October 7, 2011

- Submit Semi-Annual Labor Standards Enforcement Report.

December 31, 2011

- Complete construction activities.
- Submit Beneficiaries Data and Accomplishments Reports.
- Submit completed project closeout report.
- Arrange for audit, if necessary.

January 15, 2012

- Submit audit-scheduling letter to Department of Commerce.

ATTACHMENT D REPORTING SCHEDULE

The Grantee agrees to submit the following reports as specified by the Department:

BENEFICIARIES DATA and ACCOMPLISHMENTS REPORTS

The Beneficiaries Data and Accomplishments Reports shall be in the form as described in Chapter IV, Financial Management, of the most recently published CDBG-EAP Implementation Handbook. The Beneficiaries Data and the Accomplishments Reports shall be based on calendar quarters and due no later than 10 working days after the end of each calendar quarter. These Reports are due for the calendar quarter in which the Contract is effective and each subsequent quarter thereafter in the Performance Period.

CLOSEOUT REPORT

The Grantee shall submit two copies of a Closeout Report to the Department in the form described in Chapter XI, Program Closeout Report, of the most recently published CDBG-EAP Implementation Handbook.

ADDITIONAL REPORTS AND INFORMATION

The Department reserves the right to amend and require additional information or reports as needed.

AUDIT SCHEDULING LETTER

The Grantee annually will submit a letter advising the Department whether or not a Single Audit will be performed. See Chapter XII of the Implementation Handbook.

ATTACHMENT E METHOD OF PAYMENT

The Grantee is responsible for requisitioning CDBG-EAP funds through the Department, according to the established CDBG-EAP procedures described in Chapter IV, Financial Management, of the most recently published CDBG-EAP Implementation Handbook.

The Department is not responsible for Grantee's disbursement of funds to beneficiaries, subcontractors and/or other creditors.

The following actions must be completed before CDBG-EAP funds for funded activities under this contract will be released

1. Contract signed by the Grantee's chief elected official, or authorized representative, must be submitted to Commerce.
2. Completed Depository and Signature Certification forms must be submitted to Commerce.
3. Environmental Review Process must be completed by the grantee and receipt of Environmental Certification letter must be sent from Commerce.
4. Begin Labor Standards Process, if applicable. For all budget categories subject to Davis-Bacon wage rates, the request for wage rates (standard form 308) and the Labor Standards Contract Officer Designee form must be submitted to Commerce prior to approval of the first drawdown for those budget categories (Administration and Engineering funds are exempt.) Other Labor Standard forms contain in Chapter VII of the implementation Handbook shall be submitted as required.
5. Procurement documentation and all subcontracts for administration of this contract must be submitted to the Department.
6. The date of bid advertising and bid opening must be reported to Commerce.
7. The Notice of Contract Award, project start date, project schedule, bidding summary, and project costs must be submitted to the Department.

As prescribed on the Depository Certificate and described in Chapter IV of the Implementation Handbook the grantee shall choose one of the following methods of payment for the activities funded under this contract:

Method 1: Reimbursement. Under this method, the Grantee will pay for all CDBG-EAP eligible costs associated with the activities funded under this contract from the Grantee's general account. Periodically, the Grantee shall request reimbursement of incurred costs. Reimbursement payment by Commerce will be made to the Grantee's general fund.

Method 2: Request-in-Advance. Under this method, the Grantee will use CDBG-EAP funds to make direct payment for activities funded under this contract. To use this method, the Grantee shall establish a non-interest bearing Grant Account to which Commerce payment will be made and from which the Grantee will make direct payments. (CDBG-EAP funds must be requested as to minimize the number of days the funds are held in the Grantee's Grant Account; payments from the Grant Account must be made within 3 working days of the deposit of the requested funds.)

**ATTACHMENT F
BUDGET**

The Grantee agrees to spend its CDBG-EAP funds in the following amounts and for the purposes indicated below:

H.1. Rehabilitation of an owner-occupied residence in the Pleasant Homes Subdivision.	\$ 63,000
H.2 Construction of stormwater management facilities in the South Kenosha grant area.	\$ 725,000
H.3 Administration	\$ 6,300
TOTAL PROGRAM BUDGET	\$ 794,300

This budget may be amended as described in Article 15 of this contract.

**ATTACHMENT G
SPECIAL CONDITIONS**

The Grantee shall comply with the Special Conditions as follows:

1. The Grantee agrees to follow policies and procedures of the Department's CDBG-EAP Procedures Handbook and 24 CRF 570, and any subsequent amendments or changes.
2. The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG-EAP.
3. Any program income earned from the CDBG-EAP funds will be returned to the State. Program income means gross income received by the Grantee which is directly generated from the use of grant funds, including but not limited to repayments of funds that had been previously provided to eligible households; interest earned on program funds obtained from the State after initial disbursement; proceeds derived after the grant closeout from the disposition of real property acquired with CDBG-EAP funds, or interest earned on program income pending its disbursement.
4. CDBG-EAP funds may not be used to pay costs eligible for or previously paid by other funding sources (e.g., personal insurance, federal programs, state programs, and other public or charitable assistance.) The Grantee shall verify that there is no Duplication of Benefits by identifying all other sources of funding received by an applicant for CDBG-EAP assistance.
5. During the course of this contract, the Grantee will affirmatively further Fair Housing by:
 - Endorsing the principle of fair housing and adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance; and
 - Displaying a fair housing poster or providing fair housing information at an appropriate public place.
6. The Grantee understands that the Department will not entertain a request for a contract amendment within 30 days of the end of this contract.
7. The Department reserves the right to reduce or rescind these funds if, within 120 days of the award date, progress in implementing the funded activities is substantially less than that committed to in this contract.

**AMENDMENT ONE TO
COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE CONTRACT
BETWEEN**

**THE STATE OF WISCONSIN
AND THE
VILLAGE OF PLEASANT PRAIRIE**

CONTRACT CDBG-EAP #08-68

This Contract, made and entered into by and between the State of Wisconsin, Department of Administration and the Village of Pleasant Prairie, is hereby amended, pursuant to Article 15, as follows:

1. Pursuant to nonstatutory provision section 9110 (1)(c) of 2011 Wisconsin Act 32, all contracts entered into by the Department of Commerce in effect on July 1, 2011 remain in effect and have been transferred to the Department of Administration. The Department of Administration will carry out any and all obligations under this Contract.
2. Add \$400,000 of additional funding to Budget Line H.2 for completion of the South Kenosha Stormwater Management Project.
3. Transfer \$63,000 from Budget Line H.1 – Rehabilitation of an owner-occupied residence in the Pleasant Homes Subdivision to Budget Line H.2 - South Kenosha Stormwater Management Project.
4. Eliminate Budget Line Item H.1 - Rehabilitation of an owner-occupied residence in the Pleasant Homes Subdivision
5. Renumber Project Budget Lines as follows:
 - H.1 Construction of stormwater management facilities in the South Kenosha grant area
 - H.2 Project Administration
6. Add one year to the Contract Performance Period.

In order to accomplish the above, the original Contract CDBG-EAP #08-68, signed July 28, 2010, is changed as follows:

In Attachment B, PERIOD OF PERFORMANCE AND NOTICES, the second paragraph is changed to read as follows:

The Performance Period for this contract is May 18, 2010 to December 31, 2012.

The end date of the Contract is extended to December 31, 2012 from the original end date of December 31, 2011. This extension is for the purpose of completing stormwater management activities in the South Kenosha area that was damaged by flooding during the Federally-declared Disaster Period of June 5, 2008 through July 25, 2008.

In Attachment C, OBJECTIVES/SCOPE OF WORK AND TIMETABLE, modify the timetable starting with December 31, 2011 as follows:

<u>ON OR BEFORE</u> December 31, 2011	<u>ACCOMPLISHMENTS</u> - Continue construction activities.
--	---

ON OR BEFORE

December 31, 2011 (Cont.)

ACCOMPLISHMENTS

- Submit Beneficiaries Data Report and Accomplishments Report.
- Describe progress and/or any delays.
- Arrange for audit, if necessary.

January 15, 2012

- Submit audit-scheduling letter to Division of Housing.

March 19, 2012

- Submit Semi-Annual Labor Standards Enforcement Report.

March 31, 2012

- Continue construction activities.
- Submit Beneficiaries Data Report and Accomplishments Report.
Describe progress and/or any delays.

June 30, 2012

- Continue construction activities.
- Submit Beneficiaries Data Report and Accomplishments Report.
Describe progress and/or any delays.

September 19, 2012

- Submit Semi-Annual Labor Standards Enforcement Report.

September 30, 2012

- Continue construction activities.
- Submit Beneficiaries Data Report and Accomplishments Report.
Describe progress and/or any delays.

December 31, 2012

- Complete construction of South Kenosha Stormwater Project.
- Complete closeout report, Beneficiaries Data Report, Accomplishments Report and Final Labor Standards Complaint Report. Submit to Division of Housing.
- Arrange for audit, if necessary.

January 15, 2013

- Submit audit-scheduling letter to Division of Housing.

In Attachment F, BUDGET, change BUDGET to read as follows:

H.1	Construction of stormwater management facilities in the South Kenosha grant area.	1,188,000
H.2	Administration	<u>6,300</u>
	TOTAL PROGRAM BUDGET	\$1,194,300

This Amendment reflects an additional grant of \$400,000, approved September 1, 2011 by increasing Budget Line Item H.1 for the South Kenosha Stormwater Management project.

All other requirements of the contract will remain as stated.

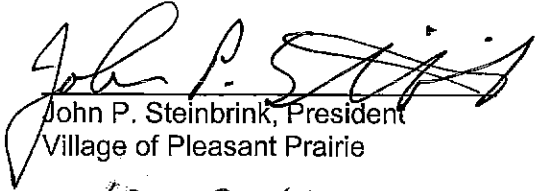
STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION


Christopher P. Schoenherr, Deputy Secretary
Department of Administration

10-19-2011

Date

VILLAGE OF PLEASANT PRAIRIE


John P. Steinbrink, President
Village of Pleasant Prairie

10-10-11

Date

**AMENDMENT ONE TO
COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE CONTRACT
BETWEEN**

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In Attachment C, OBJECTIVES/SCOPE OF WORK AND TIMETABLE, modify the timetable starting with December 31, 2011 as follows:

ON OR BEFORE
December 31, 2011

ACCOMPLISHMENTS
- Continue construction activities.

ON OR BEFOREACCOMPLISHMENTS

December 31, 2011 (Cont.)

- Submit Beneficiaries Data Report and Accomplishments Report.
- Describe progress and/or any delays.
- Arrange for audit, if necessary.

January 15, 2012

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March 19, 2012

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Describe progress and/or any delays.

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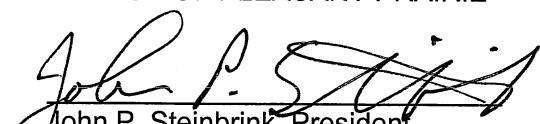
STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION


Christopher P. Schoenherr, Deputy Secretary
Department of Administration

10-19-2011

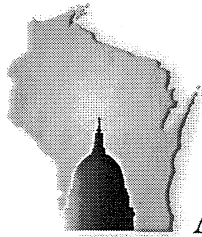
Date

VILLAGE OF PLEASANT PRAIRIE


John P. Steinbrink, President
Village of Pleasant Prairie

10-10-11

Date



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY

Division of Housing
201 W. Washington Avenue, Floor 5
P.O. Box 7970
Madison, WI 53707-7970

October 28, 2011

Mr. John Steinbrink, President
Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158

Dear Mr. Steinbrink,

Enclosed is your signed original Amendment One for the Community Development Block Grant - Emergency Assistance Program (CDBG-EAP) contract #08-68. The amendment covers the additional \$400,000 grant to be used to assist with completion of the South Kenosha Stormwater Management Project awarded on September 1, 2011. Amendment One further extends the current agreement to December 31, 2012 and revises the project budget.

If you have any questions, please contact me at 608/266-1048.

Sincerely,

Stan Kaitfors
Flood Recovery Specialist
Division of Housing and Community Development
(608) 266-0148
Stanley.Kaitfors@Wisconsin.gov

CC: Mike Spence, Village Engineer, Village of Pleasant Prairie

RECEIVED
NOV -3 2011

Village of Pleasant Prairie

AMENDMENT TWO
TO
COMMUNITY DEVELOPMENT BLOCK GRANT – EMERGENCY ASSISTANCE CONTRACT
BETWEEN

THE STATE OF WISCONSIN
AND THE
VILLAGE OF PLEASANT PRAIRIE

CONTRACT CDBG-EAP #08-68

This Contract, made and entered into by and between the State of Wisconsin, Department of Administration and the Village of Pleasant Prairie, is hereby amended, pursuant to Article 15, as follows:

1. Replace General Terms and Conditions with the attached General Terms and Conditions
2. Add one year to the Contract Performance Period.
3. Add installation of drainage swales to the contracts scope of work and time table

In order to accomplish the above, the original Contract CDBG-EAP #08-68, signed July 28, 2010, is changed as follows:

Contract GENERAL TERMS AND CONDITIONS

The entirety of the GENERAL TERMS AND CONDITIONS of the original contract, and all Amendments, are replaced with the attached updated GENERAL TERMS AND CONDITIONS. The original Terms and Conditions were those in effect at the time Contract 08-68 was executed. The updated Terms and Conditions reflect current contractual obligations and requirements required by the Department of Administration and the federal Department of Housing and Urban Development.

In Attachment B, PERIOD OF PERFORMANCE AND NOTICES, the second paragraph is changed to read as follows:

The Performance Period for this contract is May 18, 2010 to December 31, 2013.

The end date of the Contract is extended to December 31, 2013 from the amended end date of December 31, 2012. This extension is for the purpose of completing stormwater management activities in the South Kenosha area that was damaged by flooding during the Federally-declared Disaster Period of June 5, 2008 through July 25, 2008.

In Attachment C, OBJECTIVES/SCOPE OF WORK AND TIMETABLE, modify the timetable starting with December 31, 2012 as follows:

ON OR BEFORE

December 31, 2012

ACCOMPLISHMENTS

- Submit Beneficiaries Data Report and Accomplishments Report.
- Describe progress and/or any delays.
- Arrange for audit, if necessary.

January 15, 2013

- Submit audit-scheduling letter to Division of Housing.

March 19, 2013

- Submit Semi-Annual Labor Standards Enforcement Report.

March 31, 2013

- Continue drainage swale construction activities.
- Submit Beneficiaries Data Report and Accomplishments Report.
Describe progress and/or any delays.

June 30, 2013

- Continue drainage swale construction activities.
- Submit Beneficiaries Data Report and Accomplishments Report.
Describe progress and/or any delays.

September 19, 2013

- Submit Semi-Annual Labor Standards Enforcement Report.

September 30, 2013

- Continue drainage swale construction activities.
- Submit Beneficiaries Data Report and Accomplishments Report.
Describe progress and/or any delays.

December 31, 2013

- Complete construction of South Kenosha Drainage Swale Project.
- Complete closeout report, Beneficiaries Data Report, Accomplishments Report and Final Labor Standards Complaint Report. Submit to Division of Housing.
- Arrange for audit, if necessary.

January 15, 2014


- Submit audit-scheduling letter to Division of Housing.

In Attachment F, BUDGET, change BUDGET to read as follows:

H.1	Construction of stormwater management activities in the South Kenosha grant area.	1,188,000
H.2	Administration	<u>6,300</u>
	TOTAL PROGRAM BUDGET	\$1,194,300

All other requirements of the contract will remain as stated.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

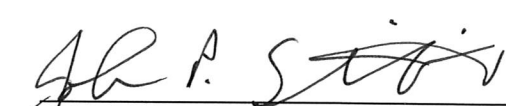


Lisa J. Marks, Administrator
Division of Housing

12-20-2012

Date

VILLAGE OF PLEASANT PRAIRIE



John P. Steinbrink, President
Village of Pleasant Prairie

12-17-12

Date

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW

Liaison with the Department shall be through the Administrator of the Division of Housing or person designated by the Administrator, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and the United States. Where applicable, the Grantee shall comply with local laws, ordinances, and regulations in effect during the period of this Agreement.

ARTICLE 3. IDENTIFICATION AND AVAILABILITY OF FUNDS

The source of program funding for this Agreement is described in the ATTACHMENTS.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. Termination of this Agreement for lack of appropriations shall be without penalty.

ARTICLE 4. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

ARTICLE 5. PERIOD OF PERFORMANCE AND NOTICES

Except for Survival Requirements (ARTICLE 4), the Performance Period is the term of this Agreement. The Period of Performance under this Agreement is as defined in the ATTACHMENTS.

All notices, demands, or requests under this Agreement shall be in writing to the addresses listed in the ATTACHMENTS.

ARTICLE 6. OBJECTIVES/SCOPE OF WORK

The eligible activities under this Agreement are summarized in the ATTACHMENTS. In the event of a conflict between the summary in the ATTACHMENTS and the application and/or other supporting documents previously submitted to the Department by the Grantee, the ATTACHMENTS shall control.

The Grantee shall supply all necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the eligible activities set forth in the ATTACHMENTS. The Grantee shall provide the services in accordance with applicable professional standards.

ARTICLE 7. SUBCONTRACTS/ASSIGNMENTS

The Grantee shall not assign or subcontract all or any part of the administrative work under this Agreement without prior written notification to the Department. The Department reserves the right to reject any subgrantee after notification. The Grantee must provide the Department with a copy of any executed subcontract or accepted subgrantee bid for the purpose of administering this Agreement that relates to activities funded under this Agreement. The Grantee shall be responsible for all matters involving any subgrantee engaged under this Agreement, including Agreement compliance, performance, and dispute resolution between itself and a subgrantee. The Department bears no responsibility for subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. REPORTING

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the ATTACHMENTS, and shall comply with all other applicable regulations.

ARTICLE 9. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds, in whole or part, if any required report is not timely provided to the Department upon request or as required under any provision of this Agreement, or if the Grantee has not complied with the terms of this Agreement. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other Agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance, may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 10. TERMINATION OF AGREEMENT FOR CAUSE

The Department reserves the right to terminate this Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

ARTICLE 11. TERMINATION OF AGREEMENT

Notwithstanding and in addition to the right to terminate the Agreement in Article 10 above, the Department may terminate this Agreement at any time at its discretion by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, ordinances, and regulations which are in effect during the performance period of this Agreement and which in any manner affect the Grantee's work or conduct.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or as a result of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or any of its subgrantees, in prosecuting work under this Agreement. If Grantee is a federally recognized American Indian Tribe or Band, or an Authority, this Article shall not be construed as a waiver of tribal sovereign immunity and local ordinances or regulations may not apply.

ARTICLE 13. CAPTIONS AND TERMS

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement. Terms used but not specifically defined herein shall have the meaning defined by the Department.

ARTICLE 14. PARTIAL INVALIDITY OF AGREEMENT

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

ARTICLE 15. AMENDMENT

Any amendment to this Agreement is at the discretion of the Department and must be by written amendment to this Agreement between the Department and the Grantee.

ARTICLE 16. SPECIAL CONDITIONS

Special Conditions incorporated as part of this Agreement are described in the ATTACHMENTS.

FISCAL TERMS AND CONDITIONS

ARTICLE 17. METHOD OF PAYMENT

Payments are to be used exclusively for expenses incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement as the ATTACHMENTS.

Request for final payment of any and all funds awarded by this Agreement, including project and administrative funds, must be received by the Department or other appropriate governmental agency or entity within 90 days of the end of the Performance Period or termination of this Agreement unless otherwise specifically provided for in the ATTACHMENTS.

Costs incurred prior to the effective date of the Agreement whether or not they would have been allowable hereunder if incurred after such date are only allowable if specifically provided for in the ATTACHMENTS.

ARTICLE 18. VARIANCES

Variances may be permitted as set forth in the ATTACHMENTS. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes must be made by an amendment to this Agreement.

ARTICLE 19. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds, which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 20. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. The word "funds" as used in this Article does not include Program Income.

ARTICLE 21. PROGRAM INCOME

Program Income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all contracted funds obtained from the Department; proceeds derived after Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition. Program Income may be further described in the ATTACHMENTS.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source described in the ATTACHMENTS. If at any time changes in the use of Program Income are considered, the Grantee must submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee further agrees to return the Program Income balance and any additional Program Income accrued to the Department by January 31 of the following year.

ARTICLE 22. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described in the ATTACHMENTS and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 23. PROCUREMENT

The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

ARTICLE 24. CONFLICT OF INTEREST

No person who is an employee, agent, consultant or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 25. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 26. PUBLICATIONS and SOFTWARE DEVELOPMENT

The Department reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all materials and software developed from the program. All printed materials funded in whole or in part under this Agreement shall contain the following statement:

"This publication (or article, report, document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Housing".

ARTICLE 27. RECORD KEEPING AND CONFIDENTIALITY

The Grantee shall establish a record keeping system that conforms to the rules and regulations required by the Program funding source described in the ATTACHMENTS and/or to standards established by the Department to assure that the Agreement is in compliance with all applicable regulations. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Department. Records shall be maintained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer.

The minimum acceptable records for administrative purposes of this Agreement consist of:

- 1) Documentation of employee time;
- 2) Documentation of all materials, supplies, and travel expenses;
- 3) Inventory records and supporting documents for allowable equipment purchased to carry out the scope of work of the project;
- 4) Documentation and justification of the methodology used for any in-kind contributions;
- 5) Justification supporting allocation of space charges or other indirect cost allocation methods;
and
- 6) Any other records which support charges incurred.

The Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other Agreements, projects, and programs.

Except as required by the Department, disclosure by the Grantee of any information concerning beneficiaries who receive services from the Grantee is prohibited. The Grantee is responsible for obtaining all necessary, informed, written consent of the beneficiaries or the beneficiaries' legal guardians when the beneficiaries apply to the Grantee so that this Agreement can be properly administered by the Grantee and audited by the Department.

ARTICLE 28. EXAMINATION OF RECORDS

Documents related to this Agreement shall be made available for review by the Department during normal business hours.

The Department shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the Grantee shall provide copies in such form as may be requested by the Department. Such material must be retained after final audit of the Agreement for a period of not less than three (3) years unless the program requirements are longer. See Attachment G, Special Conditions, for specific program requirements. This provision shall also apply in the event of termination of this Agreement.

ARTICLE 29. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The following requirements apply:

NOTE: The funding source (federal or state) of this grant is identified in the ATTACHMENTS.

Federal Funded Awards:

Governmental Grantees, or their assignees, including Non-Profit and For-Profit assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources, shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

Non-Profit Grantees, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

For-Profit Grantees, or their assignees, that **expend** \$500,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management must be included for any findings or comments listed by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$500,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

State Funded Awards:

Governmental, Non-Profit, and For-Profit Grantees, or their assignees, that **expend** \$100,000 or more in a single year from awards which funding originated from State Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the State within 180 days of the close of the fiscal year, unless waived by the Department.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Grantee, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Submit a total of 2 copies to:

Send one (1) copy of the Audit along with the Management Letter to each of the addresses shown below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor. If the auditor does not issue a Management letter, the Grantee shall submit a written assurance to the Grantor/State that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that which would be issued in a Management Letter, under another title shall be considered Management

for purposes of this agreement. Include a copy of the firm's most recent quality/peer review report, including any accompanying letter of findings.

Single Audit Coordinator
DOA Division of Administrative Services
101 E Wilson Street, 9th floor
PO Box 7869
Madison, WI 53707-7869

Program Manager
(See attachment B for Division of Housing Contact)

ASSURANCES

ARTICLE 30. NONDISCRIMINATION AND AFFIRMATIVE ACTION

Non-discrimination

No eligible household shall be denied any services enumerated in this Agreement or be subjected to unlawful discrimination because of age, race, religion, color, handicap, sex, physical condition, or developmental disability.

In accordance with subch. II, Chapter 111 of the Wisconsin Statutes, the Grantee shall not discriminate in employment against properly qualified individuals by reason of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state or of the use or nonuse of lawful products off the employer's premises during nonworking hours. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

Affirmative Action Plan

An Affirmative Action Plan is required from any Grantee who receives an award from the Department in excess of twenty-five thousand (\$25,000) or more, and who has an annual work force of twenty-five (25) or more employees as of the Agreement date. Grantees with an annual work force of less than twenty-five (25) employees, in lieu of a written affirmative action plan, are required to have on file with the Division a completed and signed exemption form. General purpose units of government and Federally-Recognized Indian Tribes or Bands are exempt from this requirement.

"Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3) assignment of key employee as the equal opportunity officer; (4) a workforce analysis that identifies job classification where representation of workers, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force; (6) revision of all employment practices to ensure that they do not have discriminatory effects; and (7) establishment of internal monitoring and reporting systems to measure progress regularly.

Within fifteen (15) days after the award of this Agreement, the Grantee shall submit the written Affirmative Action Plan to the Department of Administration, Contract Compliance, Affirmative Action Office, PO Box 7867, Madison, Wisconsin 53707-7867. No extensions of this deadline shall be granted. Grantees are encouraged to contact this office at 608-266-2605 for technical assistance on Equal Opportunity.

Equal Opportunity

Grantees are obligated to ensure that persons with limited English proficiency (LEP) have meaningful and equal access to benefits and services. This assistance goes beyond provision of brochures in Spanish,

Hmong, or any other language. As some individuals may not read English, or another language, the Grantee must have a mechanism to communicate orally with people with limited English proficiency.

Grantees are obligated to ensure that eligible households shall have equal access to benefits and services enumerated in this Agreement without regard to actual or perceived sexual orientation, gender identity, or marital status as stated in 24 CFR Section 5.105(a)(2).

ARTICLE 31. DISCLOSURE

If a state public official as defined by s. 19.42, Wis. Stats., or an organization in which a state public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

ARTICLE 32. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

ARTICLE 33. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned, and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for Agreements or subcontracts to be performed utilizing these funds.

The Grantee shall keep records of the extent (number and dollar amount) of participation by the above-specified businesses, including owners, and assess the results of its efforts to encourage the use of such businesses.

ARTICLE 34. GRANTS MANAGEMENT REQUIREMENTS

Dependent on the nature of your program, the following U.S. Office of Management and Budget (OMB) Circulars apply:

Although there are six grant circulars, the Grantee is only covered by three, depending on type of entity as follows:

States, local governments, and Indian Tribes follow:

- A-87 for cost principles, relocated to 2 CFR, Part 225
- A102 for administrative requirements and 24 CFR, Part 85 for the U.S. Department of Housing and Urban Development's codification of the grants management common rule, and
- A-133 for audit requirements

Educational Institutions (even if part of a State or local government) follow:

- A-21 for cost principles, relocated to 2 CFR, Part 220
- A-110 for administrative requirements, relocated to 2 CFR, Part 215, and
- A-133 for audit requirements

Non-Profit Organizations follow:

- A-122 for cost principles, relocated to 2 CFR, Part 230
- A-110 for administrative requirements, relocated to 2 CFR, Part 215, and
- A-133 for audit requirements

ARTICLE 35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Grantee shall certify to the best of its knowledge and belief, that it and its contractors or sub recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

The Grantee shall also certify to the best of its knowledge and belief its contractors or sub recipients have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

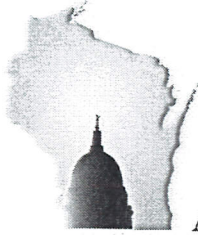
The Grantee shall not use Confidential, Proprietary or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

Division of Housing
101 E. Wilson Street, Floor 5
P.O. Box 7970
Madison, WI 53707-7970

January 8, 2013

VILLAGE ADMINSTRATOR

Mr. Michael Pollocoff, Village Administrator
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504

JAN 11 2013

PLEASANT PRAIRIE

Village of Pleasant Prairie
Contract # EAP 08-68

Dear Mr. Pollocoff:

Enclosed is a signed, original copy of the CDBG-EAP Contract #08-68, Amendment 2.

This Amendment expands the project Scope of Work to include installation of drainage swales in the South Kenosha area and extends the contract performance period to December 31, 2013 to provide the time needed to properly complete these flood recovery activities in the Village of Pleasant Prairie. The Amendment also includes new General Terms and Conditions which replace those in your original CDBG-EAP contract.

If you have any questions, please contact me at 608/266-1048.

Sincerely,

Stan Kaitfors
Flood Recovery Specialist
Department of Administration
Division of Housing
(608) 266-0148
Stanley.Kaitfors@Wisconsin.gov

CC: Mike Spence, Village Engineer, Village of Pleasant Prairie



) SS:

Michael R. Pollocoff, being first duly sworn on oath, deposes and says as follows:

- ## Village of Pleasant Prairie

Subscribed and sworn to before me
this 4th day of March, 2013.

ATTEST:

Jane M. Romanowski
Village Clerk
Village of Pleasant Prairie

AFFIDAVIT ACCOMPANYING DRAFT UNDER TALMER BANK
AND TRUST, AS SUCCESSOR INTEREST TO FIRST BANKING CENTER
IRREVOCABLE LETTER OF CREDIT NO. 37351600002
DATED APRIL 3, 2012