

<p>Municipal Building 625 52nd Street – Room 202</p>	<p>Community Development Block Grant Committee Agenda</p>	<p>Tuesday, October 1, 2013 5:30 p.m.</p>
<p><i>Alderman Anthony Kennedy - Chairman, Alderman Curt Wilson - Vice Chairman Alderman Tod Ohnstad, Alderman Daniel Prozanski, Jr., Anita Faraone, Ron Frederick and Anderson Lattimore</i></p>		

Call to Order and Roll Call

Approval of Minutes from September 23, 2013 and September 24, 2013

- 1. Project Funding under the 2014 Community Development Block Grant Program

Public Comments

Committee Comments

Staff Comments

Adjournment

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
Minutes
September 23, 2013

MEMBERS PRESENT: Alderman Anthony Kennedy, Alderman Tod Ohnstad, Alderman Curt Wilson, Anita Faraone, Anderson Lattimore and Ronald Frederick

MEMBERS EXCUSED: Alderman Daniel Prozanski

STAFF PRESENT: Anthony Geliche

The meeting was called to order at 5:32 p.m. by Alderman Kennedy and roll call was taken.

A motion was made by Mr. Lattimore and seconded by Alderman Wilson to approve the minutes of the June 25, 2013 meeting as written. The motion passed. (Ayes 6; Noes 0)

1. Consideration of Proposals for Funding under the 2014 Community Development Block Grant Program

Applicant: City of Kenosha - Public Works
Project: Street Improvements
Request: \$615,809.00

Mike Lemens, Director of Public Works was the representative. The funds would be used to do road reconstruction.

Question: You said \$30,000 is unused, why?

Answer: We don't do a partial project.

Question: You are asking for lots of money

Answer: We want to reiterate there is a need for the funding, without this funding these roads would not get resurfaced.

Question: Please explain the rating process and how they are rated. How do we make sure funds aren't used for maintenance.

Answer: The streets listed meet the criteria for low income and blight.

Tony Geliche, Community Development Specialist, noted that the CDBG funds may not be used for maintenance, only resurfacing.

Question: If you choose to do certain roads and they are not the worst roads, how do we clarify?

Answer: We can only do the worst roads that are eligible.

Question: What is the offset to the budget if we approved the full amount?

Answer: I don't have those figures.

Mr. Geliche said we can't put a dollar amount of savings on this, because these roads would not get done if not for these funds, they are not in the CIP.

Mr. Geliche said we need to set a time for our allocation meeting on Tuesday, October 1, 2013. After discussion it was decided to hold the meeting at 5:30 p.m. Alderman Kennedy gave notice to all applicants at the end of their presentation that we will be having the Allocation meeting on Tuesday, October 1st at 5:30 p.m.

Applicant: Women & Children's Horizons, Inc.
Project: Legal Coordinator
Request: \$30,000.00

Regina Cappitelli, Legal Coordinator was the representative and Mike Gravely, Deputy District Attorney spoke in support of the program. The funds would be used for salary for a Legal Coordinator.

Question: How does this overlap with Legal Action of Wisconsin.

Answer: They offer attorney services, but don't work with the criminal side.

Question: You handle over 1,000 cases per year, how many are repeat offenders?

Answer: We don't have those figures, there are different types of repeat abuse.

Question: How much of your "other" funding is hard numbers?

Answer: All of it.

Question: What does the District Attorney's office provide to help you?

Answer: Office space, supplies and materials. We have also applied for grants, but we have not been successful.

Question: Have you asked the County Board for funds?

Answer: The entire victim witness area gets substantial funding for felony cases, but no funding for misdemeanors.

Applicant: Women and Children's Horizons, Inc.
Project: Van Purchase
Request: \$30,000.00

Regina Cappitelli and Sandy Riese, Board President were the representatives. The funds would be used to purchase a new van.

Question: Have you contacted any local auto dealership to possibly have a van donated if you possibly display their logo?

Answer: We have not contacted them and they have not offered.

Question: You would be able to supply \$6,000 toward the van, where would these funds come from?

Answer: We would have to raise the funds.

Question: Did you contact the School District for a possible coop venture?

Answer: We have not, I'm not sure it would work with the confidentiality issues.

Question: Would you be able to use a branded vehicle?

Answer: Yes, that would be a possibility.

Applicant: Oasis Youth Center
Project: Classroom/Computer Lab setup
Request: \$3,400.00

No representative.

Applicant: Oasis Youth Center
Project: Site Safety/Security Project
Request: \$4,000.00

No representative.

Applicant: Kenosha Achievement Center
Project: Youth Summer Employment
Request: \$12,539.00

Christine Weyker, CEO and Jeanne Klemp, Supported Employment Supervisor were the representatives. Ms. Weyker distributed Outcome Measurement Management Report. The funds would be used to fund a program to increase the employability of the clients.

Question: Is your outcome measurement assigned by the Board or Administration?

Answer: By administration.

Question: What is the scale for your satisfaction measures?

Answer: On a scale of 1 - 3.

Question: The Development Plan's objective is to invigorate. What will these funds do to invigorate?

Answer: The funding source is moving away from facility based work and going to programs to get people to work.

Question: Why is the leveraged amount so high?

Answer: The Department of Vocation Rehabilitation (DVR) used to fund most of the program, but they are moving away from group activity to individual assistance. We have yet to identify another funding source.

Question: What would you do with fewer funds?

Answer: We could either do all 10 people, but offer less hours of training, or we could

do fewer people, but keep the training at the same amount of hours.

Applicant: Kenosha Achievement Center
Project: HVAC Unit Replacement
Request: \$7,795.00

Chris Weyker was the representative. The funds would be used to replace the failing HVAC unit.

Question: What would you do with fewer funds?

Answer: The unit needs to be replace, we may have to reduce another program.

Question: How much is your annual budget?

Answer: \$8.3 million.

Applicant: Birds of a Feather
Project: AODA Substance Abuse Services
Request: \$12,480.00

Tony Moore, Executive Director, was the representative. The funds would be used for programs against substance abuse.

Question: Where is funding coming from in prior years?

Answer: I have provided the funding from my pocket.

It was noted: On your list of Board of Directors, you have Brian Loebig, VP Quality Assurance - Quality of Assurance of what? In the future, show his affiliation. Also, your letters of support are 5 years old, it would be better if they were more recent.

Question: We like groups working together, what other groups do you work with.

Answer: HOPE Council, United Way and Club Breakaway.

Applicant: Habitat for Humanity
Project: Affordable Housing
Request: \$400,000.00

Bob Petersen was the representative. The funds would be used to build one home and rehab three existing homes.

Question: What does the average rehab cost?

Answer: It depends if they have asbestos or lead in the home that needs to be addressed during the rehab.

Question: Are there any other programs to assist with the cost of the lead and asbestos removal?

Mr. Geliche said Kenosha County has a program, but the the home must be owner occupied.

Question: Is there any partnering that could be done?

Mr. Geliche said possibly, the Housing Authority has a Self Sufficiency Program. We have also talked about the Habitat clients qualifying and purchasing a City owned home.

Question: Is there any money available in the HOME Program?

Mr. Geliche said potentially, but we amended the HOME Program description to eliminate the use of funds for new construction (single-family). The description would again have to be amended and could even have specific language to say money could be used for construction other than City owned homes.

Question: Can you describe the site selection process?

Answer: One was from a lot donated by a bank and another rehab was donated.

Mr. Geliche added that our reinvestment neighborhood boundaries include Washington Road on the north; 39th Avenue on the west; 69th Street on the south and Sheridan Road on the east. They are looking to rehab a house two blocks outside of the reinvestment neighborhood.

Question: In your expenses, you list "OH", what does "OH" mean?

Answer: Overhead

Question: Are you aware of all the programs the City has to offer?

Answer: No.

We suggest you taking with our housing people to leverage some resources.

Question: Why is there a Racine Habitat and a Kenosha Habitat?

Answer: No reason, that is the way they set it up.

Question: You have a 5 year Strategic Plan, what is the status?

Answer: The first year we do one house, the second year 2 house, third year three.

Applicant: First Step Transitional Day Shelter
Project: Facility Improvements
Request: \$23,000.00

Tracy Sanchez, CEO was the representative. The funds would be used for a new roof and a furnace/central air unit at the Wet Center.

Question: I don't understand the budget. You have \$23,000 for facility improvements, please explain.

Answer: The \$23,000 is the amount we are hoping for. That would cover the roofing. Mr. Geliche explained that they have listed all three of the roofing bids and all three of the furnace bids, instead of just the lowest one of each.

Question: You have noted that the homeless population is growing at a rapid rate.

What is this based on?

Answer: On our intake process and who we service.

Question: We like to see people from Kenosha doing construction work when we supply the funds. Why do you have people from out of town?

Answer: We were referred to Casper Roofing and heard they would donate some of their services.

Mr. Geliche clarified that the estimates given are for the application only to give an idea of the cost. If they are awarded money, they will have to get sealed bids using detailed specifications.

Question: If Casper donates services, do they have to mention in the bid proposal?

Answer: They have to pay prevailing wage to their workers, it has to be documented.

Question: Does First Step own the building?

Answer: Yes.

Applicant: Kenosha Community Health Center
Project: Medical Clinic Expansion
Request: \$150,000.00

Julia Harris Robinson, CFO, was the representative. The funds would be used to hire eight (8) additional staff: one Behavioral Health Nurse Practitioner, one therapist, two physicians, and four support staff as well as additional equipment.

Question: What year was the clinic built?

Answer: In 2010.

Question: Did we make this building too small?

Answer: Originally we built this only as a dental clinic. We wanted to do medical at that time, but felt the facility was too small.

Question: You are asking for a small amount for equipment, but a larger amount for salaries. Do the doctors donate any of their time?

Answer: No. The amount we are requesting from CDBG only covers about 10% of the salaries until we get fully operational. Then we should be self-sufficient.

Question: \$100,000 is only 10% of the salaries?

Answer: The total of the current salaries is \$500,000, so that is about 20%.

Question: You mention that you assist three schools. Who are they?

Answer: Brass Community School, Chavez Learning Center and Bain School.

Question: Please explain the grants - how much did you receive?

Answer: From Baxter - \$100,000 over 2 years; from Centering Pregnancy - \$150,000; from Susan G. Komen - \$104,000 and from Win TIP - \$10,000.

Question: Glad to see your mental health behavior program is expanding.

Answer: There is a need for this help in the schools. The current department is so small that we only serve current patients.

Question: In your budget, you don't mention the grants you will receive.

Answer: The grants are for the expansion only. This is money we will use toward the expansion.

Mr. Geliche explained that of the \$150,000 request, \$43,8532 (equipment) would be considered under Housing and Neighborhood Improvement. The other \$106,148 (salaries) would be Public Service.

Applicant: Racine/Kenosha Community Action Agency
Project: Lift Project
Request: \$38,885.00

Pamela Halbach of CAA and Larry Jouett from Odd Job Larry were the representatives. The funds would be used to assist in the installation of a lift to the second floor of the Kenosha office.

Question: There are three vendors that did not supply estimates, why not?

Answer: Lakeland said they did not have time and the others didn't do this type of lift.

Question: You have estimated that approximately 7,000 people will benefit from this lift. Please explain.

Answer: That is the approximate number of people who use the second floor. Not all will need the lift, but there is a number of elderly people or young families with strollers or young children.

Question: What if you received fewer funds?

Answer: We need that amount, we would have to obtain it from somewhere.

Applicant: Kenosha Art Association
Project: Main Street Kenosha Creative Space
Request: \$200,000.00

Francisco Loyola was the representative. The funds would be used to repair and rehabilitate the building at 5722 6th Avenue to establish a sustainable commercial and creative workspace.

Question: You have a budget of \$91,000.00. Do you already have that money?

Answer: No, we have about \$20,000.00, we will do fundraisers and ask for donations.

Public Comments

No public comments.

Committee Comments

Alderman Kennedy said while there is no rule against funding salaries, it has been the practice of this Committee not to fund the salaries.

Staff Comments

A motion to adjourn was made by Alderman Ohnstad and seconded by Mr. Lattimore. The motion passed. (Ayes 6; Noes 0). The meeting adjourned at 8:48 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
Minutes
September 24, 2013

MEMBERS PRESENT: Alderman Anthony Kennedy, Alderman Tod Ohnstad, Alderman Curt Wilson, Anita Faraone, Anderson Lattimore and Ronald Frederick

MEMBERS EXCUSED: Alderman Dan Prozanski

STAFF PRESENT: Anthony Geliche

The meeting was called to order at 5:35 p.m. by Alderman Wilson and roll call was taken.

1. Consideration of Proposals for Funding under the 2014 Community Development Block Grant Program

Applicant: Kenosha County Interfaith Human Concerns Network
(Shalom Center)
Project: Emergency Family Shelter
Request: \$50,000.00

Fran Hansen, Executive Director and Lisa Sanders of the Emergency Family Shelter were the representatives. The funds would be used for wages of running of the Emergency Family Shelter.

Question: Is the entire \$50,000 going for wages? The entire amount shows for wages on your application.

Answer: No, some funds for wages and rest for operations of programs.

Question: Could you get a breakdown of how the funds will be used.

Answer: Yes, I will provide to Staff tomorrow.

Question: How many families return?

Answer: They can return after one year from the date of their departure. About 5 families have returned this year.

Question: What is the average stay?

Answer: About 60 days.

Question: Do you make sure services are not duplicated.

Answer: Yes, we enter intake data into the Wisconsin Service Point to make sure service is not duplicated.

Alderman Kennedy arrived.

Applicant: Urban League of Racine and Kenosha, Inc.
Project: Emergency English/Spanish Translation, Interpretation
and Internet Services
Request: \$30,000.00

Yolanda Adams, President was the representative. The funds would be used to hire staff and off set expenses for the program

Question: Have you worked or contacted the Literacy Council?

Answer: No. The clients we help are within walking distance.

Question: The Urban League is only offering \$3,000. Is there an match requirement?

Mr. Geliche said no.

Question: The Spanish Center is no longer funded, have you gone after some of their funding sources?

Answer: No. I have not been able to contact the former director to get this information.

Question: Have you thought of using program income to offset some of the costs.

Answer: The families we are working with are low income and just don't have the funds. We could maybe try this later in the year or in subsequent years.

Applicant: Urban League of Racine and Kenosha, Inc.
Project: Project Complete
Request: \$37,500.00

Yolanda Adams and Pastor Keith Bell from Divine Destinations Church were the representatives. The funds would be used for salaries and supplies for a director and assistant for this program. The program is to provide opportunities for young minority boys to mature in character, skill and leadership.

A comment was made that the application should include some type of reference to an existing program.

Question: What is the Occupancy Cost for?

Answer: Their share of the space at Urban League.

Question: Meals?

Answer: We want to provide meals about twice a month at functions.
Suggestion to check with local restaurants for donations.

Question: Mileage?

Answer: Money to pay whoever takes the children on activity trips.

Question: Management in general?

Answer: Wages for Staff who oversee the program.

Question: Can you provide a more detailed activity summary or a monthly list of what activities will be done.

Answer: Yes, I will provide for Staff.

Question: We like your program but I am concerned with duplication of services. This is a very targeted population. Could you work with other programs like *Brothers* or *Sisters*.

Answer: Believe the *Brothers* program has ended.

Applicant: Boys & Girls Club of Kenosha
Project: Outreach for At-Risk Youth
Request: \$100,000.00

Kathy Cole and Philip Wattles were the representatives. The funds would be used to expand and broaden the Outreach services.

Question: What type of taxes is the \$5,100.00 used for?

Answer: Federal and FICA

Question: You show 73% is benefiting the low to moderate income. Is this accurate and what was the number last year?

Answer: Some program are at 100%, the 73% is an average. Believe previously at about 80%.

Question: Your program last year was very successful. Why didn't you ask for more funds this year?

Answer: Thought it would be better to ask for expansion of program or a new program.

Question: Is this the direction of Staff or the Committee?

Mr. Geliche said this has been the custom of the Boys and Girls Club.

Question: You list you will be funding 23 various programs. Will you track youth in all programs?

Answer: Yes, we will track all program. If funds are reduced, we will still offer all programs, but just be able to help fewer kids.

Question: To Mr. Geliche, Can we specify certain programs.

Mr. Geliche it depends on the funding they receive and how we write the contract. We can specify if we want specific programs funded.

Applicant: Kenosha Area Family and Aging Services, Inc.
Project: Volunteer Transportation Service
Request: \$5,000

Loren Gilsdorf, Director of Meals on Wheels and Barb Tenuta Volunteer Transportation Coordinator were the representatives. The funds would be used to offset the cost of the transportation program.

Question: Does anyone ride for free?

Answer: No.

Applicant: Kenosha Literacy Council
Project: Literacy at Work
Request: \$7,500.00

Cheryl Hernandez, Director was the representative. The funds would be used for salaries and supplies.

No questions.

Applicant: Walkin' In My Shoes
Project: Seed to Harvest Community Garden
Request: \$10,000.00

Jo Wynn, CEO was the representative. The funds would be used for a community garden.

Question: How big is current garden?

Answer: Currently at 100' x 100', but the City will be expanding it to 1.3 acres.

Question: Do the Boy Scouts work there for their Eagle badge?

Answer: They want to plant the vegetables and donate them to the food pantry.

Question: I like that you have the UW Extension connection. Have you contacted "Down to Earth"?

Answer: No, but I have contacted "Garden of Eden".

Applicant: Walkin' In My Shoes
Project: Survival Backpack Street Outreach Program
Request: \$7,500.00

Jo Wynn was the representative. The funds would be used for program supplies.

No questions.

Applicant: Straight Up Boxing Inc.
Project: At Risk Youth Out-Reach
Request: \$5,000.00

No representative.

Applicant: ELCA Outreach Center
Project: Helping Citizens Obtain Life Supporting Jobs
Request: \$30,350.00

Karl Erickson, Executive Director, and Juan Torres, the GED Instructor were the representatives. The funds would be used to assist with salaries and obtain supplies for the Dress for Success program.

Question: You show 1,509 as unduplicated people who benefit. Is that correct?

Answer: Yes

Question: Are your budget funding sources hard numbers?

Answer: The Wal-Mart Foundation and Siebert Foundation are hard numbers.

Applicant: Immanuel House of Refuge & Healing
Project: Building Futures and Restoring Relationships
Request: \$29,200.00

Hattie Paramore, Founder and Carol Showalter, Facilitator, were the representatives. The funds would be used for salaries, computers and general supplies.

Alderman Kennedy asked Mr. Geliche to explain any restrictions on funding a faith based applicant. Mr. Geliche said the funds may not be used for religious literature or teachings.

Question: Can you provide services and abide by these restrictions.

Answer: Yes.

A comment was made that there is an absence of a program model or structure for this family intervention. There is a program at Kenosha Human Development Services that is based on a family model. I suggest you contact Richard Kaufman at 657.7188 to learn about the family intervention they offer. There is no foundation to base your teachings on.

Question: If this is a faith based program and they have to follow the restrictions, how will this be measured?

Mr. Geliche said he would conduct on-site monitoring. We have had other programs receive funding that were faith based.

Question: You don't have one referral from any employment organization in the City, such as the Job Center or Gateway.

Answer: We work with Job Center.

Applicant: Wisconsin Women's Business Initiative Corporation
Project: Business Owner
Request: \$125,000.00

Mara Henningson, Vice President of Client Services was the representative. The funds would be used for salaries, benefits and loan funds.

Question: Please define the acronym CARS.

Answer: CDFI Assessment Rating System

Question: You get Federal funds from the USDA. Please explain.

Answer: These funds are to business owners in the rural area.

Question: In your letter from September 4th, you state you have impacted 29 businesses. How many are still in business?

Answer: 20 of those were new businesses and 16 are still in existence.

Question: What are some of the challenges and opportunities of a new business owner.

Answer: Some of the businesses failed because they had business plans, but they did not follow the plan.

Question: What have you learned to help these new businesses succeed?

Answer: The biggest thing is cash flow projection.

Question: You have a loan officer. Are they employed from within your group or from outside of Kenosha?

Answer: From within our organization.

Question: Do you work with KABA?

Answer: Yes.

Applicant: City of Kenosha
Project: Program Administration/Comprehensive Planning
Request: \$189,480.00

Mr. Geliche spoke on behalf of the program. The funds would be used for administrative costs for CDBG, Comprehensive Planning and Long Term Planning.

Question: Is 20% the maximum you can ask for?

Answer: Yes.

Alderman Ohnstad was excused.

Public Comments

No public comments.

Committee Comments

Mr. Lattimore thanked Staff for their work.

Staff Comments

A motion to adjourn was made by Ms. Faraone and seconded by Alderman Wilson. The motion passed. (Ayes 5; Noes 0). The meeting adjourned at 8:45 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

2014 CDBG Applications

Applicant	Project Title	2014 Requested Amount	2014 Recommendation	2013 Requested Amount	2013 Award Amount
Public Service - \$142,110 Available					
Birds of a Feather	AODA Substance Abuse Services	\$12,480		\$0	\$0
Boys and Girls Club of Kenosha	Outreach for At-Risk Youth	\$100,000		\$48,680	\$23,031
ELCA Urban Outreach Center	Helping Citizens Obtain Life Supporting Jobs	\$30,350		\$43,490	\$11,225
Immanuel House of Refuge and Healing	Building Futures and Restoring Relationships	\$29,200		\$0	\$0
Kenosha Achievement Center	Youth Summer Employment	\$12,539		\$12,123	\$8,525
Kenosha Area Family & Aging Service, Inc.	Volunteer Transportation Service	\$5,000		\$5,000	\$5,000
Kenosha Community Health Center	Medical Clinic Expansion	\$106,148		\$0	\$0
Kenosha Literacy Council, Inc.	Literacy at Work	\$7,500		\$7,500	\$6,300
Oasis Youth Center	Classroom/Computer Lab	\$3,400		\$0	\$0
Shalom Center	Emergency Family Shelter	\$50,000		\$50,000	\$23,600
Straight Up Boxing	At-Risk Youth Out-Reach	\$5,000		\$0	\$0
Urban League of Racine and Kenosha, Inc.	Emergency English/Spanish Translation	\$30,000		\$0	\$0
Urban League of Racine and Kenosha, Inc.	Project Complete	\$37,500		\$0	\$0
Walkin' In My Shoes, Inc.	Seed to Harvest Community Garden	\$10,000		\$0	\$0
Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$7,500		\$0	\$0
Women & Children's Horizons	Legal Advocacy Program - Legal Coordinator	\$30,000		\$5,000	\$4,626
Women & Children's Horizons	Van Purchase	\$30,000		\$20,000	\$17,327
		\$506,617		\$0	\$0
Housing, Neighborhood Improvement/Economic Development - \$615,809 Available					
City of Kenosha - Public Works	Street Improvements	\$615,809		\$548,748	\$356,273
First Step Transitional Day Shelter	Facility Improvements	\$23,000		\$0	\$0
Habitat for Humanity	Affordable Housing	\$400,000		\$0	\$0
Kenosha Achievement Center	HVAC Replacement	\$7,795		\$0	\$0
Kenosha Art Association	Facility Improvements	\$200,000		\$0	\$0
Kenosha Community Health Center	Medical Clinic Expansion	\$43,852		\$0	\$0
Oasis Youth Center	Facility Improvements	\$4,000		\$5,000	\$2,800
Racine/Kenosha Community Action Agency	Facility Improvements	\$38,885		\$0	\$0
WI Women's Business Initiative Corp.	Micro Enterprise Technical Assistance/Loans	\$125,000		\$180,000	\$92,000
		\$1,458,341			
Planning/Management - \$189,480 Available					
City of Kenosha	Program Administration/Comprehensive Planning	\$189,480		\$168,845	\$168,845
		\$2,154,438			

Zimbra

tgeliche@kenosha.org

CDBG finance number

From : Fran Hansen <hansenf@shalomcenter.org>
Subject : CDBG finance number
To : tgeliche@kenosha.org

Wed, Sep 25, 2013 02:30 PM

Below is the finance numbers that I was asked to provide last night. If you have any questions please feel free to contact me.

Break out for the Emergency Family Shelter request of \$50,000 in CDBG funds is as follows:

Wages Fringe Benefits	\$26,000
Utilities	\$14,000
Building Maintenance	\$ 2,500
Supplies	\$ 3,800
Additional Client Services/Supplies	\$ 1,200
Vehicle Expenses	<u>\$ 2,500</u>
Total	\$ 50,000

Fran Hansen

Executive Director

Shalom Center

1713 62nd Street

Kenosha, WI

262-658-1713, ext. 123

FW: Final Bid Kenosha CAA

From : Pam Halbach <phalbach@rkcaa.org>
Subject : FW: Final Bid Kenosha CAA
To : tgeliche@kenosha.org

Hi Tony,

I attached the final bid estimate as a pdf as well as the actual email I received as I wasn't

Thanks

Pam

Pamela Halbach, RD, CD, CLE
Kenosha Director/WIC Director
Racine/Kenosha Community Action Agency, Inc.
2000 63rd Street, Kenosha WI 53143
Phone: 262-657-0840 ext 215
Fax: 262-657-1631
Email: phalbach@rkcaa.org

Notice: This correspondence and attachments may contain confidential and/or legal information or 5USC 555(a) and/or the Health Insurance Portability and Accountability Act (PL 104-191) and its v; be protected in accordance with those provisions. Use and further disclosure of the information by t applicable laws, regulations and agreements. If you received this correspondence in error, please no correspondence; and do not use, disclose or store the information it contains.

From : larry@oddjoblarry.com
Subject : Final Bid
To : Pam Halbach <phalbach@rkcaa.org>



Hi Pam,

There is an estimate for somewhere between 25,000 and 30,000- with a caveat that states when drawing estimate.

Larry

Larry M. Jouett

www.oddjoblarry.com

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949 KB



REMODELING CONSTRUCTION AGREEMENT

1. THE PARTIES & DATE OF AGREEMENT.

Owner Name: RKCAA
Address: 2000 63rd Street
City: Kenosha State: WI Zip: 53140
Phone: 262-6200118 Cell: Work: FAX:
Email:
Primary Contact Name:
Phone: Cell: Work: FAX:

Notes on responsible parties and/billing:
This is a private pay job. Owner is responsible for total amount of the project.

Project Number: rkcaa9242013

CONTRACTOR (and hereinafter called the "Contractor") is:
BILD - Bridgeway Independent Living Designs
9209 West Blue Mound Rd. Milwaukee, WI 53226

This agreement (hereinafter, the "Agreement") is made between Owner and Contractor this day of: Tuesday, September 24, 2013
Contract Proposal Date

2. PROJECT DESCRIPTION/LOCATION.

Owner hereby engages Contractor to supply labor and materials for the construction of:

Project Description: Furnish and install a VPL
Commercial [x] Residential Rental Property

(the "Work") at the property located at:

Project Site: same
Address:
City: State: Zip:

(the "Project Site") in accordance with:

Plans dated ;
Specifications, dated ;

and the terms of this Agreement. Slight deviations from the Plans and Specifications shall be construed as substantial compliance with this Agreement.

Project Number: **rkcaa9242013**

Item	Description	Location	Qty	Individual Price	Total	Sales Tax Exempt-X	5.6% Sales Tax
Furnish and install a VPL		rkcaa9242013					
	Furnish and Install a VPL		1		\$0.00	x	exempt
•	The project will fall somewhere between 25,000 to 30,000. This is subject to change since the architect has not made final drawings.		1		\$0.00	x	exempt
			1	\$0.00	\$0.00	x	exempt
			1		\$0.00	x	exempt
			1		\$0.00	x	exempt
			1		\$0.00	x	exempt
Total:					\$0.00		\$0.00
Wisconsin Sales Tax Total:					\$0.00		
Grand Total:					\$0.00		

Notes:

Signature: _____
BILD representative
Date

 Contract Proposal Date

Signature: _____
Owner
Date

Project Number: **rkcaa9242013**

3. CONTRACT PRICE.

Owner agrees to pay Contractor the total price of:

\$0.00 Dollars, subject to modification for Allowances (as defined in Section 5) and Changes (as defined in Section 6), for the labor and material furnished pursuant to this Agreement as follows:

A Downpayment of **\$0.00** shall be made upon the signing of this Agreement;

Progress payments shall be made as follows:

[Redacted]

The Final payment shall be due at the Substantial Completion of the work (as defined in Section 12(b)).

Note: Contract prices are valid for 30 days from contract proposal date: **September 24, 2013**, or invalid after: **October 24, 2013**

4. PAYMENT.

The Owner shall make or authorize payment to the Contractor within 5 days after the date of invoice for each progress payment request provided for above. Owner is responsible for payment in full for the services provided, including but not limited to written change orders, prior to taking occupancy. Time is of the essence as to all terms of payment. If payment is not received in a timely manner, Contractor shall be entitled to stop work and/or extend the Construction Time (as defined in Section 12), which shall be treated as a Work Stoppage to which Section 18 applies. Owner agrees that, in addition to other remedies available to Contractor, if payment is not timely made Contractor shall be entitled to a service charge of 1.5% per month on all past due amounts, plus all costs of collection including reasonable attorneys' fees. Contractor shall furnish lien waivers to Owner in exchange for payment made to Contractor for the proportionate value of all labor and materials for which the payment is made. Final Payment shall constitute a waiver of all claims by Owner except those arising from liens or the warranty included in this Agreement.

5. ALLOWANCES.

"Allowances" are either 1) estimates for the completion of items of work that may be affected by unknown and/or unforeseen conditions, including those that may not be under the control of the Contractor; and/or 2) estimates for materials or labor included in the work that are undecided at the time of this Agreement and may be affected by the Owner's choices. The Owner understands that allowance estimates are not guaranteed. All Allowances shall be identified in the Specifications, or attached as Schedule A, and will be charged at the Contractor's total cost plus an Allowance mark-up of 35% of the amount. Allowances provided for in this Agreement are subject to adjustment upon completion of the particular work and/or selection of material involved. Where the final cost of an Allowance item, including the Contractor's markup, exceeds its Allowance amount, the Owner shall pay the difference within the time period specified in Section 4 above. Should costs be less than Allowance, the Owner shall receive a credit for the difference at the time of Owner's Final Payment or appropriate draw. Please note that some Allowance items are affected by Owner's choices.

6. CHANGES.

No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Owner and Contractor, specifying the additional labor and materials to be furnished by the Contractor, the amount to be paid by Owner and the change, if any, in the time of performance, including changes necessary to conform to codes, laws or regulations required by any utility or government authority, or to address existing conditions of the Project Site unknown to the Contractor at the time Contractor signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Owner agrees to pay for all changes in advance of each change being commenced. Owner understands and agrees that changes may extend the time of performance. Change Orders that are completed without a predetermined price quote will be charged at cost plus 35%. The labor rate(s) for such changes will be stated in writing in the Change Order.

7. CONTINGENCIES.

A. Financing

This Agreement: is is not contingent upon the securing of financing.

If financing is required, this offer is contingent upon the Owner or Contractor on Owner's behalf, securing a loan commitment for:

- at least the sum of **\$1,000,000**
- for a term not less than **10** years,
- with payment amortized over a period of about **10** years,
- in monthly installments for principal and interest with interest **6.5%** per annum.

Upon execution of said loan, which may include a rate adjustment clause and prepayment clause, interest thereon shall be borne by the Owner, in addition to all other necessary financing costs charged by the lender, all of which shall be paid as required. Regardless of whether any delay was caused by Contractor, Owner, or a third-party, Contractor cannot be held responsible for change of loan interest rate during the building process regardless of time it takes to complete construction.

B. Additional Contingencies

This Contract is further contingent upon:

[Redacted]

8. INSURANCE.

The Contractor shall maintain workers' compensation and general liability insurance. Owner shall maintain homeowners' insurance covering all physical loss to the structure and building materials on the Project Site, and expressly including, but not limited to, coverage for multiple perils, collapse, fire, weather damage, theft, vandalism and malicious mischief, naming the Contractor as additional insured. Owner assumes all risk of loss during construction, excluding intentional or reckless conduct attributable to Contractor. It is the Owner's responsibility to contact their insurance agent, and inform them of the necessary required coverage or assume any loss not covered by their insurance carrier. Owner shall be responsible for payment of all losses, including the deductible owed, under the homeowner's insurance policy.

9. VALIDITY OF PROPERTY OWNERSHIP/PROJECT SITE LOCATION.

The Owner shall be solely responsible for the validity of their title to the Project Site and the recordation of any and all deed restrictions, easements, and/or covenants that may affect the Work under this Agreement. The Owner is solely responsible for furnishing an approved location for new building construction under this Agreement and shall be responsible for obtaining an accurate survey of the Project Site, at the Owner's expense, if required by Contractor or by a government authority. Contractor shall be held harmless from any and all liability, either to Owner or any other person or governmental body, for determining the location of new building construction and for establishing foundation grades on the Project Site.

10. DEFAULT PRIOR TO START OF CONSTRUCTION.

In the event Owner fails to fulfill Owner's obligations under this Agreement prior to the start of construction, the down payment shall, at the option of the Contractor, be forfeited as liquidated damages. Contractor is also entitled to payment for any time and material costs in addition to the Contractor's markup of 35% for Contractor's time and material costs incurred to date. If Contractor is collecting monies for time and material costs, the Contractor must provide documentation to justify the charges.

This Section shall not apply in the event that the Owner's default is due to the inability to secure financing, as set forth in Section 7 above. Owner understands and agrees that Owner's attempts to secure financing, if applicable, must be made in good faith and with due diligence.

11. LIEN NOTICE.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

12. CONSTRUCTION TIME & CONSTRUCTION DELAYS.**A. Construction Time**

Contractor shall commence work within 14 working days after all the following occur: (i) this Agreement is signed by Owner and Contractor; (ii) the downpayment is received by Contractor from Owner; (iii) evidence is given to Contractor that all funding for the Project Site is secured by the Owner; and (iv) all required state and local building and construction permits and approvals are issued. Substantial Completion (as defined in Section 12(b)) shall occur on or before: 14 working days thereafter, subject to the terms of this Agreement (the "Construction Time").

B. Substantial Completion

Construction of the Project Site shall be deemed to have reached "Substantial Completion" on the earlier of (i) the date when the Work is sufficiently complete in accordance with this Agreement and related documents so that the Owner can occupy or utilize the Project Site for its intended purpose, or (ii) the date the occupancy permit or other approval, if any, is issued by the appropriate government authority. Substantial Completion is dependant upon Owner making timely selection of materials. Failure to make selections in a timely manner may result in a delay, as defined in Section 12(c) below, and an extension of the deadline for achieving Substantial Completion.

C. Construction Delay

The Construction Time shall be extended for reasons including, without limitation, changes that cause delay and delays requested or caused by the Owner, acts or omissions of government or military authority, acts of God, material shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes beyond the reasonable control of the Contractor, so long as the Contractor uses its best efforts to remedy such failure or delays (a "Construction Delay"). In the event of a Construction Delay, the date for performance of the services will be extended by the time necessitated by the delay. A Notice of Delay shall be provided to the Owner from the Contractor for any such delay. Approval of such Notice of Delay shall not be unreasonably withheld by Owner. By signing a Notice of Delay or Change Order, the Owner agrees to any resulting changes.

Owner is cautioned that the failure of Owner to make selections in a timely manner will extend the Construction Time and will be treated as a Construction Delay.

D. Cost Increases As A Result of Construction Delay

If the Contractor experiences an increase in cost as a result of a Construction Delay, the increased costs shall be paid by the Owner. Contractor shall notify Owner of such increase at the time the increase occurs. Contractor shall furnish the Owner with documentation to verify such increased costs.

Note: Twenty-four (24) hours notice is required for customer rescheduling work to be performed, else the customer is liable for the expense of up to one and one half times (1.5 x) the projected daily labor rate which was canceled for that day.

13. WEATHER CONDITIONS.

Owner agrees to pay Contractor all additional charges for additional labor and materials which may be required due to weather conditions including, but not limited to, service trips to hook up furnace before finish, haying footings and foundation, frost breaking, snow plowing, etc. Weather conditions resulting in an increased cost or Construction Delay may result in the Contractor providing a Change Order or Notice of Delay, if applicable, to Owner, pursuant to Section 12.

14. SUPERVISION OF WORK.

Owner agrees that the direction and supervision of the working forces, including subcontractors, rest exclusively with the Contractor, and Owner agrees not to issue any instructions to, or otherwise interfere with the same. The Owner shall, at any reasonable time, during working hours have the right to inspect the Work. When inspecting the Work at the Project Site, the Owner shall adhere to all safety requirements posted at the Project Site and take all necessary precautions to insure the Owner's safety and any other individual in the proximity of the Work during the Owner's inspection. Contractor shall not be responsible for any injury to Owner or any guests of the Owner during said inspections. CAUTION: A PROJECT SITE CAN BE A DANGEROUS PLACE. The Owner further agrees not to negotiate for additional services with the subcontractors nor engage other builders or subcontractors except with the Contractor's prior consent and in such manner as will not interfere with the Contractor's completion of the Work under this Agreement. Furthermore, if the Owner utilizes the Work area within the Project Site prior to completion, the Owner will be deemed to have accepted all services done and has agreed to void any warranties given to the Owner from the Contractor.

Owner agrees to maintain access for Contractor at the Project Site, to keep the Project Site free from obstructions and conflicting work, and to obtain permission for Contractor to gain access through adjacent property, if required by Contractor to do so. Owner shall be solely responsible for all risk, shall hold the Contractor harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access, excluding intentional or reckless conduct attributable to Contractor.

15. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.

Owner agrees to remove, return and protect any personal property inside and outside the Project Site. Contractor shall take reasonable efforts to avoid damage to existing property and in such event shall not be responsible for damage to Owner's property, including existing walks, concrete steps, driveways, curbs, septic tanks, sewer lines, water or gas lines, telephone or electric lines, lawn, shrubs, trees, and other interior and exterior plantings or vegetation, whether caused in whole or in part by the Contractor, its employees or subcontractors, or their suppliers in the performance of Work or in the delivery of materials at the Project Site, excluding intentional or reckless conduct attributable to Contractor.

16. OWNER'S WORK.

Unless stated to the contrary in the Specifications, the Owner shall be responsible for all landscaping and other site conditions at the Project Site, including finish grading, drainage, soil slippage or sinking, repair of equipment access routes and the construction area, or any other site conditions that may exist. If material or labor furnished or installed by Owner or third parties contracted by Owner cause loss of time or additional work for Contractor, then the Owner shall pay to the Contractor the costs resulting from any additional work or lost time. Contractor is not responsible for failures or defects that result from work by Owner or Owner's subcontractors, whether occurring before or after commencement or completion of work under this Agreement. Owner agrees that Owner will not negotiate or order any work from any of Contractor's subcontractors, absent Contractor's written consent, until after Substantial Completion has been achieved and final payment has been received by the Contractor. Owner is responsible for determining that any party other than Contractor or Contractor's subcontractors who performs work and/or supplies material carries worker's compensation insurance to the extent required by law as well as liability insurance covering operations at the Project Site in the amount Contractor is required to carry under Section 8 hereof.

17. FACILITIES & UTILITIES.

Owner shall provide electric power, water, telephone, and toilet facilities for use by the Contractor and its employees, subcontractors and material suppliers. Storage of materials and storage of Contractor's equipment shall also be provided by Owner. All utility connections and service charges, if any, shall be paid by the Owner.

18. WORK STOPPAGE.

Should the Work be stopped by any court or public authority, by the Owner's instructions, or by Owner's failure to fulfill obligations under this Agreement, the Contractor shall then have the right to stop Work (a "Work Stoppage"). The parties shall make a good faith effort to resolve any and all causes of a Work Stoppage. Contractor is entitled to collect payment for the value of all Work completed and materials ordered as of the date Work is stopped, plus Contractor's profit to date of Work Stoppage. Owner's unreasonable failure to sign Change Orders or Owner's refusal to make Progress Payments, or any other cause beyond Contractor's sole control, shall also be cause for Work Stoppage by Contractor. A Work Stoppage shall not extend the time of any warranties that were given to the Owner under this Agreement.

19. TERMINATION.

Should a Work Stoppage remain unresolved, the Contractor shall have the right to terminate this Agreement. If Contractor elects to terminate, the Contractor must notify the Owner in writing via certified mail, return receipt requested. If the Contractor terminates the Agreement, the Contractor need perform no further Work. If the construction on the Project Site has, at the point of termination, reached the stage of Substantial Completion, the Owner shall immediately pay to Contractor the entire contract price, including Change Orders, less amounts previously paid. In the event that termination of the Agreement occurs prior to Substantial Completion, the Owner shall immediately submit payment to Contractor for all Work performed to date, and materials ordered or delivered, together with 35% mark-up. If Contractor is collecting monies for time and material costs, the Contractor must provide documentation to justify the charges. The termination of this Agreement may void warranties given to the Owner under this Agreement or in any other contract or document.

20. CONSTRUCTION MATERIALS.

Owner agrees that Contractor may substitute general material sizes, grades, weights or other distinguishing characteristics or features that will perform to industry standards, except for brand name or model items that are specifically identified on the Plan or in the Specifications. Where new materials are to be matched to existing construction, Contractor shall make reasonable efforts to do so using standard materials from local suppliers, but does not guarantee a perfect match. Owner understands and agrees that exact duplication of colors, textures and finishes may not be achieved. Owner further understands and agrees that because of the natural characteristics of building materials, perfect surface finishes cannot be achieved; wood shrinks, swells and cracks; plaster, drywall, masonry, asphalt and concrete crack, peel and pit; and condensation normally occurs on material surfaces exposed to moist air. Excess materials delivered to the Project Site and/or materials not physically attached to the structure after Substantial Completion, as defined in Section 12 (b), of the Work contemplated by this Agreement shall remain the property of the Contractor. Owner-Supplied-Materials: Although reasonable care shall be utilized, the performance, condition, or damage of Owner-supplied-materials or fixtures before, during or after construction shall be the sole responsibility of the Owner, excluding intentional or reckless conduct attributable to Contractor.

21. PLANS & SPECIFICATIONS.

Contractor is responsible for, and shall have sole control of the construction methods, sequences and coordination of all work described in the Plans and Specifications, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price, and shall be the obligation of the Owner. In the event that a conflict exists between Plans and Specifications, the Specifications shall control. Due to the nature of remodeling, variations from the Plans and Specifications may be necessary due to concealed existing conditions. Unless specifically stated in the Plans and Specifications, electrical, plumbing or heating work contemplates no change to existing service systems, points of service or sources. Changes to existing electrical, plumbing or heating systems in the areas undisturbed by alterations are not included. All dimensions shown or stated are approximate.

All drawings, Specifications and other documents, whether in printed or electronic form, furnished by the Contractor to the Owner under this Agreement are instruments of service and the Contractor retains ownership and property interests in them, including the copyright for them. Any unauthorized use or reproduction of all drawings, Specifications and other documents without Contractor's prior written consent is strictly prohibited. The Owner hereby agrees to indemnify the Contractor for any loss, cost, claim or damages, including reasonable attorneys' fees, arising from Owner's unauthorized use of the drawings and/or Specifications provided by the Contractor.

All references to industry standards shall be defined as the Construction Industry Quality Standards of the Remodeling Industry established by the Metropolitan Builders Association of Greater Milwaukee, Inc. (the "MBA"). Copies may be purchased at the MBA office, N16 W23321 Stone Ridge Dr., Waukesha, Wisconsin.

22. WARRANTY.

As the exclusive warranty under this Agreement, and conditioned upon Contractor's receipt of Final Payment, Contractor's Work shall be warranted under the following provisions:

The Work completed under this Agreement shall be warranted by Contractor to be free from defects for a period of one year from the date of installation of equipment and from the date of Substantial Completion for all other Work and materials. This warranty shall extend to the Owner alone and automatically terminates upon Owner selling or vacating the Project Site. Contractor specifically excludes from warranty coverage and accepts no responsibility for: (i) defects in appliances and equipment covered by manufacturers' warranties; (ii) damage from ordinary wear and tear, or Owner's lack of proper maintenance; (iii) items not installed by Contractor or its subcontractors or provided by their material suppliers; (iv) damages caused by weather conditions; and (v) conditions resulting from expansion or contraction of materials.

Contractor shall have no obligation to perform additional work unless and until Final Payment in full is received by Contractor pursuant to the terms of this Agreement. There are no other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose or habitability. Contractor is not liable for incidental or consequential damages of any sort. The Owner's sole remedy against Contractor for the Work performed under this Agreement and any damages arising out of it, shall be limited to the warranty set forth above. Contractor does not warrant work performed by the Owner or Owner's subcontractor. Work performed by the Owner or Owner's subcontractor which causes damage to any Work performed by Contractor may void the Contractor's warranty.

23. NOTICE OF CONSTRUCTION DEFECTS AND RIGHT TO CURE.

Contractor and Owner agree to comply with Wisconsin Statute 895.07 with regard to the requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute. Owner acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Owner at the date that this Agreement is signed. Notwithstanding anything to the contrary in the Agreement, Contractor shall not be obligated to replace or repair any Defect, as defined below, or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (i) Owner's improper or insufficient maintenance of the Project Site or improper or insufficient maintenance or operation of any of the Project Site's systems; (ii) natural occurrences beyond Contractor's control; (iii) an act or omission of Owner or any third parties not under Contractor's control, including, but not limited to, work performed by the Owner or by Owner's subcontractors; or (iv) normal wear and tear and normal usage.

Project Number: **rkcaa9242013**

In the event of an alleged construction or design defect arising out of or relating to the Agreement, including, but not limited to, breach of warranty, incomplete Work, or any other condition of the Project Site (the "Defect"), Owner shall notify Contractor through written notice of any such Defect, regardless of the cause or source, promptly upon Owner's discovery of the Defect. Owner shall thereafter provide Contractor with reasonable access during normal working hours to the Project Site for the purpose of investigating, testing and examining the Defect. If the Defect is covered by the Contractor's warranty then Contractor shall be given reasonable access to the Project Site and a reasonable amount of time to, at Contractor's sole option, replace or repair the Defect. The replacement or repair of the Defect shall be Owner's sole and exclusive remedy for a Defect. Owner waives any and all incidental and consequential damages arising out of or relating to a Defect. Any corrections or repairs undertaken by Contractor shall be in compliance with the Construction Industry Quality Standards for the Remodeling Industry established by the MBA.

Note on risk of damage:

The Client acknowledges that there is a risk of damage as a result of work that the Client agrees to assume responsibility of repair of damages and will not hold B.I.L.D. responsible in any way. The Client acknowledges that risks include though are not limited to cracking/damage to tile/stone/wall surface, extensive water damage due to water pipe puncture. The client further acknowledges that there is risk for these complications and B.I.L.D. cannot be held responsible in any way. B.I.L.D. also can not be held responsible in any way for defects in craftsmanship that was not performed by B.I.L.D., as well as unforeseen damage due to mold, mildew, or rot.

24. DISPUTES AND RESOLUTIONS.

The following provisions apply to any dispute between the parties arising out of or relating to this Agreement, including, but not limited to: the meaning of this Agreement; the enforceability of this Agreement; the rights or obligations of any party under this Agreement; claims against any officers, owners, shareholders, directors, employees, successors, members, or agents of Contractor; the performance of any aspect of this Agreement or the construction work, or any disagreements regarding charges for changes; and any other dispute arising from this Agreement.

A. Mediation. If mediation is requested by the Owner or Contractor in writing, the mediation shall be conducted by the Mediation Service of the MBA. After the written request for mediation occurs, the other party must proceed to mediate the dispute(s) at the MBA according to its rules and procedures. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute(s) through the mediation process. The parties agree that they will abide by the MBA's Mediation Service policies and procedures. Proceeding to mediation does not waive or affect the obligation of the parties to resolve their dispute(s) by arbitration in the event mediation is not successful.

B. Arbitration. Any dispute which is either not referred to mediation or is not resolved through mediation (other than enforcement of any insured warranty plan), shall be resolved by arbitration. The arbitration shall be conducted by:

- (A) The Construction Arbitration Board of the MBA; or
 (B) Demars & Associates, Ltd.; or
 (C) _____

If none of the above is checked, the arbitration shall be conducted before the Construction Arbitration Board of the MBA. The decision of the arbitrators shall be binding, final and may be enforced in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes. The filing of a lien claim shall not be considered an election by the Contractor to waive its rights under this provision and the enforcement by the Contractor of its lien rights is expressly exempted from the requirements of this provision. Any arbitration proceedings commenced pursuant to this provision shall be conducted in accordance with the rules adopted by the applicable arbitration body and the applicable provisions of Wisconsin law.

If either party refuses to submit a claim to arbitration, fails to abide by all of the rules adopted by the applicable arbitration body, or fails to abide by the decision of the arbitrators, the non-breaching party shall be entitled to recover all costs, including attorneys' fees, incurred in seeking further action to enforce the terms of this Agreement and/or to compel arbitration. Contractor and Owner agree that, in the event the MBA is named as a party to any dispute between Contractor and Owner challenging the MBA's ability to arbitrate the matter or the enforcement of the decision, the MBA shall be awarded reasonable attorneys' fees and other costs associated with such proceeding if the challenge fails.

If the Construction Arbitration Board of the MBA is selected above as the appropriate venue for the disputes to be arbitrated, the Construction Arbitration Board of the MBA shall have the sole authority to determine what is an appropriate claim or item for its review and expertise.

Project Number: **rkcaa9242013**

28. SIGNAGE AND CONTRACTOR PROMOTIONS.

Owner agrees to allow Contractor to display a construction sign at the Project Site. Owner agrees to allow Contractor or a representative to photograph completed project and use such photographs in promotional materials, competition programs, or publications without restrictions or compensation to Owner. All such photographs are the property of the Contractor. It shall be the Owners option to allow use of their names in promotional materials.

29. SIGNATURES.

The signature of either Owner (if more than one) subsequent to the signing of this Agreement shall be sufficient for all purposes under the Agreement, including Change Orders, if any.

30. ENFORCEABILITY.

If any part of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remainder of this Agreement. The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of any other breach of any right, claim, term or condition of this Agreement.

31. COPYRIGHT NOTICE.

Owner represents and warrants to Contractor that any designs, plans, specifications, drawings and/or blueprints submitted to Contractor by Owner for use in constructing the Project Site are either owned by the Owner or have been properly obtained by the Owner for use by the Contractor. Owner agrees to indemnify, defend and hold harmless the Contractor, its officers, owners, shareholders, directors, employees, successors, members, or agents of Contractor from and against any and all claims, debts, obligations, costs, expenses and attorneys' fees arising out of or in any way related to any third-party claims relating to said materials or their use, including, but not limited to, copyright infringement, unfair competition and unjust enrichment.

32. ENTIRE AGREEMENT.

This Agreement constitutes the entire contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Owner warrants that the person executing this Agreement and any subsequent change orders, has legal authority to do so, including obligating the Owner to a marital purpose debt, if married. Owner acknowledges review and approval of the entire Agreement before execution. This Agreement is not assignable by either party without the other's consent.

33. ACCEPTANCE.

NOTICE OF RIGHT OF CANCELLATION: THIS AGREEMENT MAY BE CANCELLED UNILATERALLY BY THE OWNER BY NOTIFYING THE CONTRACTOR IN WRITING WITHIN THREE (3) CALENDAR DAYS AFTER SIGNING THIS AGREEMENT. IN THE EVENT OF CANCELLATION OF THIS AGREEMENT BY THE OWNER THEREAFTER, CONTRACTOR SHALL RECEIVE IMMEDIATE REIMBURSEMENT FROM THE OWNER FOR ALL EXPENSES INCURRED TO THAT DATE.

We have read this Agreement carefully before signing and hereby acknowledge receipt of a copy thereof.

BILD - Bridgeway Independent Living Designs
CONTRACTOR

OWNER

BY: _____

TITLE: **Project Coordinator**

OWNER

Owner hereby acknowledges receipt of the Notice and Right to Cure brochure from the Contractor.

OWNER

DATE

Owner hereby acknowledges receipt of the United State Environment Protection Agency pamphlet, "Protecting Your Family From Lead In Your Home."

OWNER

DATE

Urban League "Project Complete" Program Outline

From : Bellsrblessed <bellsrblessed@aol.com>

Wed, Sep 25, 2013 10:51 PM

Subject : Urban League "Project Complete" Program Outline

 1 attachment

To : ctonyg@kenosha.org

Cc : yadams2013@gmail.com

Hello Tony

I have attached a copy of the program outline for the Urban League "Project Complete". This is in response to the feedback received at the CDBG application hearing on Tuesday night. If you have any questions please feel free to give me a call.

Thank you,

Pastor Keith Bell
(262)909-5798

 **Project Complete Program Outline.doc**
36 KB

September 25, 2013

Project Complete Program Outline

This program will be released in 14 week segments. Each week we will teach one core value, talk about a current event and do a skills activity.

Week 1 - Introduction into the program: As we receive each participant into the facility on the initial day of the program we will instruct them to sign in and be seated. I will introduce myself and explain the objective of doing the program "Project Complete". We will read the mission statement and talk about the vision of gaining leadership skills. We will do an Ice Breaker by asking everyone to state their name and what school they are from.

Core Values: We will give an overview of all seven core values that will help them become good leaders. We will give each participant time to think about what each core value means to them.

Goal Setting: Each participant will have an opportunity to rank each value from easiest to hardest to achieve. They will then set personal goals to improve in the difficult areas to be monitored by the mentors throughout the program. They will also set a personal goal to identify a skill learned through this Program that was not identified previously.

Dress Code: Dress Code will require that there be no saggy pants, shirts or hats with printing that may be considered offensive or represent gang affiliation in any way.

Code of Conduct: There will be no tolerance for fighting, arguing with peers or being disrespectful to peers or adults. There will be no tolerance for foul language or jokes or comments that are disrespectful or negative.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Introduce the participants to the functions and features of a video camera.

Week 2 – Review: Personal goals, Dress Code and Code of conduct.

Core Value: 1) *Receive constructive criticism from the wisdom of others.* Let participants talk about their challenges with receiving criticism. Define words in Core Value #1.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Allow participants to record video of them reciting core value and thoughts on current event.

Week 3 – Review of week 1 and 2.

Core Value: 1) *Receive constructive criticism from the wisdom of others.* Let participants talk about their challenges with receiving criticism. Define words in Core Value #1.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Allow participants to record video of them reciting core value and thoughts on current event.

Week 4 – Core Value: 2) *Become willing to move toward positive change.* Let participants talk about their challenges with change. Define words in Core Value #2.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Allow participants to create a “Project Complete” Facebook page and post their recorded videos.

Week 5 – Core Value: 2) *Become willing to move toward positive change.* Let participants talk about their challenges with change. Define words in Core Value #2.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Guest Speaker (Community leader).

Week 6 – Core Value: 3) *Become a person of vision.* Let participants talk about what they want to be when they grow up. Name five fun jobs that are not related to sports or entertainment. Define words in Core Value #3.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Watch inspirational DVD

Week 7 – Core Value: 3) *Become a person of Vision*. Let participants talk about what they want to be when they grow up. Have participants write a fictional story describing their ideal life at twenty five years old. Define words in Core Value #3.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Learn and create “Project Complete” Web site

Week 8 - Core Value: 4) *Live with the expectation to lead but know when to follow*. Let the younger participants lead the discussions and flow of activities. Define words in Core Value #4.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Activity: Learn and create “Project Complete” Web site

Week 9- Core Value: 4) *Live with the expectation to lead but know when to follow*. Let the younger participants lead the discussions and flow of activities. Define words in Core Value #4.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Activity: Ethnic food tasting

Week 10- Core Value: 5) *Master effective communication and healthy relationships*. Play the telephone game. Identify various ways of communicating. Talk about the value of journaling. Define words in Core Value #5.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Guest Speaker (Community Leader)

Week 11- Core Value: 5) *Master effective communication and healthy relationships*. Talk about the importance of eye to eye contact, firm hand shakes and the integrity of keeping your word. Define words in Core Value #5.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Learn and create “Project Complete” Web site

Week 12- Core Value: 6) *Identify and master personal gifting and skills.* Have participants look at original personal goals and identify areas of improvement. Encourage them to journal their progress. Define words in Core Value #6.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Introduce financial literacy ideas such as business and banking. Stimulate entrepreneur ideas that may impact their local community.

Week 13- Core Value: 6) *Identify and master personal gifting and skills.* Have participants look at original personal goals and identify areas of improvement. Encourage them to journal their progress. Ask if there are any minority business leaders that they know. Define words in Core Value #6.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Stimulate community service ideas that may impact their local community. Work on establishing a Community service project goal.

Week 14- Core Value: 7) *Find people and places to give of yourself.* Define words in Core Value #7.

Current Event: We will allow the participants to give their thoughts about a particular current event topic.

Skill Activity: Go out and complete community service project.

CDBG Program Interview (Revisions)

From : Immanuel Healing <immanuelhealing@yahoo.com>

Wed, Sep 25, 2013 10:12 PM

Subject : CDBG Program Interview (Revisions)

 1 attachment

To : tgeliche@kenosha.org

Hi Tony,

I have attached the information for Immanuel House for consideration of grant allocation.

Thank you.

Hattie Paramore



Immanuel House CDBG Revision.docx

46 KB



Immanuel House of Refuge & Healing
Resource Center for Women and Their Families

Building and Strengthening Families for a Promising Future

September 25, 2013

City of Kenosha
Revised Community Development Block Grant Application
Fiscal Year 2014

Anthony Geliche
Community Development Specialist
625 52nd Street
Kenosha, WI 53140

Hi Tony,

It was a great pleasure (very interesting indeed) to sit in front of the Community Development Block Grant Committee last evening. It was a learning experience, which I appreciated and know it to be a new area of growth in my experience both personally and entrepreneurially. I have enclosed the suggested information that I hope is helpful in the consideration of the Committee for 2014 allocation to Immanuel House.

For your information, it was very clear about the concern of religious expression being a focus in consideration of the grant. Therefore, I know I can separate my biblical classes to a location at a different time, and different place where they are already taught (Kenosha Estates). In fact, I enclose a letter of reference. Again, I'm making it clear that the staff of Immanuel House will respect the wishes of the committee regarding religious expression, not being a part of the service offerings for participants.

To follow is an attachment to show an additions and or revisions of the proposal as appropriately suggested. I hope these meet with the Committee's expectation. Thank you.

Best regards,

Immanuelhealing@yahoo.com 5215 58th Ave., #6, Kenosha, WI 53144

ph (262) 344-2943

Hattie Paramore
President

ATTACHMENT A

Job Placement

- Immanuel House will promote a network with the Kenosha Job Center to assist its participants in job resources and placement and any job trainings.

Family Model Program

- Immanuel House reviewed the Penquis Family Model and its Logic Model (www.penquis.org) in Bangor, ME - a proven method for family support services. The Penquis organization is funded by United Way, the Children's Bureau, Administration on Children, Youth and Families, Administration for Children and Families, U.S. Department of Health and Human Services, under grant number 90CU009. The project delivers a host of services and programs “focused on strengthening communities and improving the lives of low-income people. Through its efforts, Penquis strives to help individuals and families in the following areas:

- Secure and maintain safe and affordable housing
- Receive education and employment training
- Secure adequate employment
- Access emergency services
- Achieve self-sufficiency

Penquis is funded through grants from the Community Services Block Grant (CSBG) and Community Development Block Grant (CDBG) programs. Its current community development programs include: Collective Impact Initiative – a new approach for solving community problems centered on collaboration and shared vision for positive change.

Religious Expression

- Immanuel House can and will deliver its services without proselytizing. If funding is granted, we will welcome monitoring visits to help ascertain the organization is in compliance.

FIRST STEP SERVICES

Section 5: Budget

Please complete the entire project budget and demonstrate the ability to cover the cost of implementing the entire project.

(NOTE: THE ENTIRE BUDGET MUST BE SHOWN FOR THE ENTIRE PROJECT.)

REVENUE:	
<i>Funding sources: (CDBG, County, United Way, Fundraisers, etc.)</i>	<i>Amount</i>
Source: CDBG	\$22,185.00
Source: Pig Roast	\$201.00
Source: Labor Fest	\$571.00
Source:	
Subtotal = Funding sources: Fundraising	\$772.00
TOTAL REVENUE:	\$22,957.00

EXPENSES:			
<i>Type of Expense (Salaries, Program Supplies, Utilities, etc.)</i>	<i>CDBG Funds</i>	<i>Other Funds</i>	<i>Total Amount</i>
Expense: ROOF	\$11,729.00	\$771.00	\$12,500.00
Expense: NVAC	\$9,685.00		\$9,685.00
Expense:			\$0.00
TOTAL EXPENSES:	\$21,414.00	\$771.00	\$22,185.00

*** COST ESTIMATES REQUIRE A MINIMUM OF **THREE (3)** ESTIMATES ***