



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

**MEETING NOTICE AND AGENDA
Community Development Authority
August 28, 2013 at 4:30 pm
The Forum
Beloit City Hall
100 State Street**

1. Call to Order and Roll Call
2. Citizen Participation
3. Review and Consideration of the Minutes of the Regular Meeting held on June 26, 2013
4. Housing Authority
 - a. Presentation of the May Activity Report (Pollard)
 - b. Presentation of the May Financial Report (Pollard)
 - c. Presentation of the June Activity Report (Pollard)
 - d. Presentation of the June Financial Report (Pollard)
 - e. Review and Consideration of Resolution 2013-22, Authorization to Write-Off Beloit Housing Authority Public Housing Tenants Accounts Receivable 2013 Second Quarter Vacated Residents (Pollard)
 - f. Review and Consideration of Resolution 2013-23 Accepting the FY 2013 Capital Fund Program Award (Pollard)
5. Community Development
 - a. Review and Consideration of Resolution 2013-24, Approving the License Agreement between the City of Beloit and Community Action, Inc. of Rock and Walworth Counties for the Operation of a Community Garden at 1322 Porter Avenue (Downing)
 - b. CDBG Presentations
6. Discussion of Attendance at Community Development Authority meetings (Christensen)
7. Adjournment

*If you are unable to attend this meeting, notify Ann Purifoy in the Housing Authority Office at 364-8740 **no later than 4:00 PM the day before the meeting.***

Notice Mailed: August 23, 2013

Approved: Julie Christensen, Ex. Director

** Please note that upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

Minutes
Beloit Community Development Authority
100 State Street, Beloit WI 53511
June 26, 2013
4:30 P.M.

The regular meeting of the City of Beloit Community Development Authority was held on Wednesday, June 26, 2013, in the Forum of Beloit City Hall, 100 State Street.

1. **Call to Order and Roll Call:**
Meeting was called to order by Commissioner Adama 4:37 p.m.

Present: Commissioners Adama, Evans, Jacobs and Luebke

Absent: Commissioners Johnson and Van De Bogart

Staff Present: Julie Christensen, Clinton Cole, and Ann Purifoy
2. **Citizen Participation:**
None
3. **Review and Consideration of the Minutes of the Regular Meeting held on May 22, 2013.**
Motion was made by Commissioner Luebke and seconded by Commissioner Jacobs to approve the minutes of the Regular Meeting held on May 22, 2013.
4. **Housing Authority:**
 - a. **Review and Consideration of Resolution 2013-18, Recommending that the Community Development Authority Award the BHA Administration Building Window Replacement to the Successful Bidder.**
Clinton Cole presented the staff report and recommendation. Contract was awarded to Genesis Construction, Ltd.

Commissioner Luebke moved and Commissioner Evans seconded a motion to approve Resolution 2013-18. Motion carried unanimously.
 - b. **Review and Consideration of Resolution 2013-19, Recommending that the Community Development Authority Award the BHA Administration Building Trash Enclosure Construction to the Successful Bidder.**
Clinton Cole presented the staff report and recommendation. Contract was awarded to Custom Design Cabinetry and Construction.

Commissioner Evans moved and Commissioner Luebke seconded a motion to approve Resolution 2013-19. Motion carried unanimously.

5. **Community Development:**

- a. Review and Consideration of Resolution 2013-20, Recommending Approval of an Amendment to the 2013 Annual Community Block Grant Action Plan and Budget.

Julie Christensen presented the staff report and recommendation.

Commissioner Luebke moved and Commissioner Jacobs seconded a motion to approve Resolution 2013-20. Motion carried unanimously.

6. **Adjournment:**

Motion by Commissioner Jacobs and second by Commissioner Luebke to adjourn at 4:43 p.m. Motion carried.

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4a

TOPIC: May Activity Report

REQUESTED ACTION: Information only- No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Public Housing:

There were three vacancies in public housing units in May and two upcoming vacancies in June of 2013. Public housing accounts receivable on occupied units totaled \$700.61 and vacated units totaled \$7,853.04 at the end of May, 2013 which brings the totaled outstanding public housing accounts receivable to \$8,553.65. Seven applicants were pulled from the public housing waiting list in May; one applicant was briefed. Forty-one public housing inspections and thirteen annual and interim re-certifications were completed in May.

Section 8:

577 vouchers were housed by May, 31, 2013 with three voucher holders either searching for units or waiting for passed inspections. 11 portable vouchers were paid by BHA in May with another three families waiting to Port-Out. 69 Section 8 inspections were completed in April, and the Housing Specialists completed 91 annual or interim re-certifications in May. Seven applicants were notified; six were briefed.

ATTACHMENTS:

May Activity Report

**Beloit Community Development Authority
Activity Report to Board for August 2013**

May Activity Report

Public Housing

Tenants Accounts Receivable

Outstanding Receivables – Occupied Units 5/31/13	\$ 700.61
Outstanding Receivables – Vacated Units 5/31/13	\$ 7,853.04
Outstanding Receivables – Occupied Units 4/30/13	\$ 2,011.19
Outstanding Receivables – Vacated Units 4/30/13	\$ 5,474.52
Total May 31, 2013 Outstanding Receivables:	\$ 8,553.65
Total April 30, 2013 Outstanding Receivables:	\$ 7,485.71
Increase of:	\$ 707.94

Vacancies – 05/31/13

Total Public Housing Units

131 Units
99% Occupancy

3 Vacancies:

Elderly - 100% Occupancy
Family - 98% Occupancy

Public Housing Inspections

41 Inspections completed. There were 0 annual inspections; there were 2 move-in inspections. There were 2 move-out inspections. There were 35 housekeeping inspections and 0 preventative maintenance inspections.

Public Housing Activities

Annual Recerts:	6
Interim Recerts:	7
Notice to Vacate:	0

New Tenants:	2
Transfers:	0
Lease Terminations:	6
Possible Program Violations:	0
Evictions	1

Public Housing Briefings

Number Notified:	1
Number Briefed:	1

Section 8 Program

Total Section 8 Vouchers

598 Vouchers

May 577 under lease - 96% Occupancy
 11 Portable Vouchers –11 Not Absorbed (3/Port-In)
 3 Voucher holders searching or waiting for passed inspections

Section 8 Inspections

64 inspections were completed in May. 36 were annual inspections. 10 were initial inspections, 17 were re-inspections and there was 1 special inspection.

Section 8 Activities

New Participants:	9	
Annual Recerts:	54	
Interim Recerts:	37	
Abatements:	3	
Movers:	15	
Possible Program Violations:	12	program violations
End of Program	2	

Section 8 Briefings

Number Notified:	7
Number Briefed:	6

APPLICATIONS: Information not available due to software conversion

Applications Taken: East
 Parker Bluff
 West
 Sec. 8
 Proj. Based

Waiting List: 268 Public Housing East
 281 Public Housing West
 90 Parker Bluff
 36 Project-Based
 762 Sec. 8

0 Tenants removed for Repayment Default
0 Tenants removed for unreported income
3 Tenants removed for unauthorized occupants
0 Applicants removed for debts owed
Some applicants are on both lists, some are not
Section 8 waiting list opened 4/4/11

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4b

TOPIC: Monthly Reports

REQUESTED ACTION: Information only – No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Attached is the Beloit Housing Authority Financial Statement for the month ending May 31, 2013 prepared by the BHA Accountant. Beloit Apartments Redevelopment, LLC activities are included with Public Housing for purposes of this report.

Through the month of May, the Low Income Public Housing (LIPH) program income was \$377,737, Project Based Voucher (PBV) program income was \$8,320 and the Housing Choice Voucher (HCV) program was \$1,321,380, for a combined income of \$1,707,437, which is \$200,108 less than budgeted year-to-date.

Through the month of May, the Low Income Public Housing (LIPH) program expenses were \$448,500, Project Based Voucher (PBV) program expenses were \$18,729 and the Housing Choice Voucher (HCV) program expenses were \$1,368,551. Combined program expenses are \$1,835,779, which is \$21,500 more than the approved budget year to date.

Through the month of May, the Housing Authority shows an overall deficit of (\$128,342) year-to-date. Public Housing deficit is (\$107,247), Redevelopment Phase 1 & 2 surplus is \$36,484, Project Based Voucher deficit is (\$10,409), Section 8 administrative deficit is (\$19,494), and Section 8 HAP deficit is (\$27,677).

Through the month of May, the FSS program has 12 of the 31 enrolled tenants holding escrow accounts totaling \$8,652.03. The Homeownership program has 3 tenants receiving homeownership assistance payments in May totaling \$1,471.

ATTACHMENTS:

Monthly Financial Report

Cash Flow Statement
Beloit Housing Authority
May 31, 2013

	BHA YTD	LLC Phase 1 & 2	HCV YTD	YTD Budget	Variance
	Actual	Actual	Actual		Over (Under)
Income					
Dwelling Rent/Utilities	9,955.00	54,975.00	-	100,956.25	(36,026.25)
Interest on Investments	171.33	97.46	84.17	341.67	11.29
Other Income	13,780.48	151,265.52	2,086.50	94,498.33	72,634.17
HUD Admin Fees	-	-	131,172.00	146,282.92	(15,110.92)
HUD Grants/Subsidies	155,811.98	-	1,188,037.66	1,565,466.25	(221,616.61)
Total Income	179,718.79	206,337.98	1,321,380.33	1,907,545.42	(200,108.32)
Expenses					
Administrative					
Salaries/Benefits	98,926.61	40,026.15	123,929.24	250,563.38	(12,318.63)
Office Expenses	17,521.58	35,969.08	19,859.00	36,664.58	(36,685.08)
Office Contracted Services	6,330.98	-	6,577.56	8,500.00	(4,408.54)
Oper Sub Transfer/Mgmt Fee Pd	-	2,783.86	-	11,083.33	8,299.47
Housing Assistance Pmts	-	-	1,215,714.43	1,254,045.42	38,330.99
Maintenance					
Salaries/Benefits	35,840.91	50,133.99	-	89,967.88	3,992.98
Materials & Supplies	1,054.50	5,159.58	-	3,795.00	(2,419.08)
Maintenance Contracts	5,538.04	1,726.66	-	12,645.83	5,381.13
Utilities	8,137.55	19,758.35	-	7,708.33	(20,187.57)
Other Operating					
Protective Services	1,039.90	2,149.02	-	2,833.33	(355.59)
Insurance	2,734.35	6,050.35	2,470.70	9,430.03	(1,825.37)
PILOT	454.20	3,521.67	-	12,177.92	8,202.05
Other Operating Expenses	119,795.99	2,574.92	-	114,864.58	(7,506.33)
Total Expenses	297,374.61	169,853.63	1,368,550.93	1,814,279.61	(21,499.56)
Net Admin Income (Loss)	(117,655.82)	36,484.35	(19,493.83)		
Net HAP Income (Loss)			(27,676.77)		
Total YTD Income (Loss)	(117,655.82)	36,484.35	(47,170.60)		

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4c

TOPIC: June Activity Report

REQUESTED ACTION: Information only- No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Public Housing:

There were two vacancies in public housing units in June and two upcoming vacancies in July of 2013. Public housing accounts receivable on occupied units totaled \$1,787.57 and vacated units totaled \$6,141.69 at the end of June, 2013 which brings the totaled outstanding public housing accounts receivable to \$7,929.26. Nine applicants were pulled from the public housing waiting list in June; one applicant was briefed. 22 public housing inspections and 27 annual and interim re-certifications were completed in June.

Section 8:

564 vouchers were housed by June 30, 2013 with 45 voucher holders either searching for units or waiting for passed inspections. 14 portable vouchers were paid by BHA in June with another 12 families waiting to Port-Out. 53 Section 8 inspections were completed in June, and the Housing Specialists completed 74 annual or interim re-certifications in June. No applicants were notified; none were briefed.

ATTACHMENTS:

June Activity Report

**Beloit Community Development Authority
Activity Report to Board for August 2013**

June Activity Report

Public Housing

Tenants Accounts Receivable

Outstanding Receivables – Occupied Units 5/31/13	\$ 700.61
Outstanding Receivables – Vacated Units 5/31/13	\$ 7,853.04
Outstanding Receivables – Occupied Units 6/30/13	\$ 1,787.57
Outstanding Receivables – Vacated Units 6/30/13	\$ 6,141.69
Total May 31, 2013 Outstanding Receivables:	\$ 8,553.65
Total June 30, 2013 Outstanding Receivables:	\$ 7,929.26
Decrease of:	\$ 624.39

Vacancies – 06/30/13

Total Public Housing Units

131 Units
99% Occupancy

2 Vacancies:

Elderly - 100% Occupancy
Family - 98% Occupancy

Public Housing Inspections

22 Inspections completed. There were 15 annual inspections; there were 4 move-in inspections. There were no move-out inspections. There was 1 housekeeping inspection and 0 preventative maintenance inspections.

Public Housing Activities

Annual Recerts:	20
Interim Recerts:	7
Notice to Vacate:	0

New Tenants:	3
Transfers:	1
Lease Terminations:	1
Possible Program Violations:	4
Evictions	0

Public Housing Briefings

Number Notified:	5
Number Briefed:	1

Section 8 Program

Total Section 8 Vouchers

598 Vouchers

June 564 under lease - 94% Occupancy
 14 Portable Vouchers –14 Not Absorbed (12/Port-In)
 45 Voucher holders searching or waiting for passed inspections

Section 8 Inspections

53 inspections were completed in June. 28 were annual inspections. 4 were initial inspections, 18 were re-inspections, 2 project based inspections and there was 1 special inspection.

Section 8 Activities

New Participants:	0	
Annual Recerts:	57	
Interim Recerts:	44	
Abatements:	1	
Movers:	11	
Possible Program Violations:	7	program violations
End of Program	1	

Section 8 Briefings

Number Notified:	0
Number Briefed:	0

APPLICATIONS: Information not available due to software conversion

Applications Taken: East
 Parker Bluff
 West
 Sec. 8
 Proj. Based

Waiting List: 285 Public Housing East
 268 Public Housing West
 89 Parker Bluff
 41 Project-Based
 778 Sec. 8

0 Tenants removed for Repayment Default
0 Tenants removed for unreported income
0 Tenants removed for unauthorized occupants
1 Applicants removed for debts owed
Some applicants are on both lists, some are not
Section 8 waiting list opened 4/4/11

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4d

TOPIC: Monthly Reports

REQUESTED ACTION: Information only – No action required

PRESENTER: Cathy Pollard

STAFF REPORT:

Attached is the Beloit Housing Authority Financial Statement for the month ending June 30, 2013 prepared by the BHA Accountant. Beloit Apartments Redevelopment, LLC activities are included with Public Housing for purposes of this report.

Through the month of June, the Low Income Public Housing (LIPH) program income was \$429,735, Project Based Voucher (PBV) program income was \$12,579 and the Housing Choice Voucher (HCV) program was \$1,579,983, for a combined income of \$2,022,297, which is \$266,758 less than budgeted year-to-date.

Through the month of June, the Low Income Public Housing (LIPH) program expenses were \$525,550, Project Based Voucher (PBV) program expenses were \$21,537 and the Housing Choice Voucher (HCV) program expenses were \$1,634,609. Combined program expenses are \$2,181,696, which is \$30,424 less than the approved budget year to date.

Through the month of June, the Housing Authority shows an overall deficit of (\$159,399) year-to-date. Public Housing deficit is (\$132,040), Redevelopment Phase 1 & 2 surplus is \$36,225, Project Based Voucher deficit is (\$8,958), Section 8 administrative deficit is (\$20,045), and Section 8 HAP deficit is (\$34,580).

Through the month of June, the FSS program has 12 of the 30 enrolled tenants holding escrow accounts totaling \$9,570.40. The Homeownership program has 2 tenants receiving homeownership assistance payments in June totaling \$1,073.

ATTACHMENTS:

Monthly Financial Report

Cash Flow Statement
Beloit Housing Authority
June 30, 2013

	BHA YTD	LLC Phase 1 & 2	HCV YTD	YTD Budget	Variance
	Actual	Actual	Actual		Over (Under)
Income					
Dwelling Rent/Utilities	14,214.00	62,634.00	-	121,147.50	(44,299.50)
Interest on Investments	197.23	149.47	101.30	410.00	38.00
Other Income	14,754.46	171,102.01	2,086.50	113,398.00	74,544.97
HUD Admin Fees	-	-	157,063.00	175,539.50	(18,476.50)
HUD Grants/Subsidies	179,262.33	-	1,420,732.64	1,878,559.50	(278,564.53)
Total Income	208,428.02	233,885.48	1,579,983.44	2,289,054.50	(266,757.56)
Expenses					
Administrative					
Salaries/Benefits	117,698.95	48,150.46	147,637.58	335,660.55	22,173.56
Office Expenses	19,588.92	37,205.93	22,025.76	43,997.50	(34,823.11)
Office Contracted Services	6,391.86	-	6,640.93	10,200.00	(2,832.79)
Oper Sub Transfer/Mgmt Fee Pd	-	3,137.84	-	13,300.00	10,162.16
Housing Assistance Pmts	-	-	1,455,312.81	1,504,854.50	49,541.69
Maintenance					
Salaries/Benefits	43,069.24	60,175.34	-	107,961.45	4,716.87
Materials & Supplies	1,461.42	6,402.98	-	4,554.00	(3,310.40)
Maintenance Contracts	7,161.50	4,241.27	-	15,175.00	3,772.23
Utilities	9,083.43	22,088.91	-	9,250.00	(21,922.34)
Other Operating					
Protective Services	1,078.60	2,367.94	-	3,400.00	(46.54)
Insurance	3,181.95	7,260.42	2,991.71	11,316.04	(2,118.05)
PILOT	855.45	4,054.49	-	14,613.50	9,703.56
Other Operating Expenses	139,855.21	2,574.92	-	137,837.50	(4,592.63)
Total Expenses	349,426.53	197,660.50	1,634,608.79	2,212,120.04	30,424.21
Net Admin Income (Loss)	(140,998.51)	36,224.98	(20,045.18)		
Net HAP Income (Loss)			(34,580.17)		
Total YTD Income (Loss)	(140,998.51)	36,224.98	(54,625.35)		

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4e

TOPIC: Resolution No. 2013-22
Authorization To Write-Off Beloit Housing Authority
Public Housing Tenants Accounts Receivable 2013
Second Quarter Vacated Residents

REQUESTED ACTION: Approval of Resolution No. 2013-22

PRESENTER: Cathy Pollard

STAFF REPORT:

HUD has recommended to the Beloit Housing Authority (BHA) that we write off our Public Housing tenant accounts receivable (TAR) quarterly so that the agency does not carry a large TAR at the end of year and damage our overall HUD management rating.

Two (2) Public Housing tenants vacated leaving balances due which staff has not been able to collect. Total owed for the above quarter is \$4,264.67. This will be reported to Happy Software and the Tax Refund Intercept Program for collection action.

STAFF RECOMENDATION:

Staff recommends approval of Resolution 2013-22

ATTACHMENTS:

Resolution No. 2013-22 and attached detail

**RESOLUTION NO. 2013-22
AUTHORIZATION TO WRITE -OFF
BELOIT HOUSING AUTHORITY
PUBLIC HOUSING TENANTS ACCOUNTS RECEIVABLE
SECOND QUARTER 2013 VACATED RESIDENTS**

WHEREAS, three tenants have vacated their Public Housing units leaving a balance due for rent, late fees, sewer, water, maintenance charges, move-out charges, and/or damages; and

WHEREAS, efforts to collect the amount due have not been successful.

NOW THEREFORE BE IT RESOLVED that \$4,264.67 be written off of the Beloit Housing Authority records and reported to Happy Software and the Tax Refund Intercept Program for collection action.

Adopted this 28th day of August, 2013

Thomas Johnson, Chairman
Beloit Community Development Authority

ATTEST:

Julie Christensen, CDA Executive Director

Public Housing Write Offs for June 2013 (2nd Qtr)

BHA

Name	M/O Date	Total	Rent	Repmt Agrmt	Utility	Maint	Late Fees	Legal Fees
		0.00						
		0.00						
	<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

LLC Phase I

Name	M/O Date	Total	Rent	Repmt Agrmt	Utility	Maint	Late Fees	Legal Fees
Owens, Latesha	01/11/13	2,552.01	224.00		105.66	2,197.35	25.00	
		0.00						
		0.00						
		0.00						
	<i>Subtotal</i>	2,552.01	224.00	0.00	105.66	2,197.35	25.00	0.00

LLC Phase 2

Name	M/O Date	Total	Rent	Repmt Agrmt	Utility	Maint	Late Fees	Legal Fees
Wesley, Brandon	03/05/13	40.64				40.64		
McMullin, Tanya	01/02/13	1,672.02			125.10	1,546.92		
		0.00						
		0.00						
	<i>Subtotal</i>	1,712.66	0.00	0.00	125.10	1,587.56	0.00	0.00

Total for July '13 Write Offs		<u>4,264.67</u>	<u>224.00</u>	<u>0.00</u>	<u>230.76</u>	<u>3,784.91</u>	<u>25.00</u>	<u>0.00</u>
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REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4f

TOPIC: Approval of Beloit Housing Authority (BHA) acceptance of the FY2013 CFP Grant in the amount of 160,919.

REQUESTED ACTION: Review of 2013 FY CFP Grant

PRESENTER: Cathy Pollard

STAFF REPORT:

The Beloit Housing Authority's Public Housing Program has been approved and notified by the Department of Housing and Urban Development (HUD) to receive a 2013 FY Capital Fund Program (CFP) grant WI39-P064-50112 in the amount of \$160,919.

The funds issued through this grant will be utilized to maintain the 131 units of public housing in the City of Beloit. A Capital Fund Five-Year Plan has been submitted and approved by the HUD. All improvements and upgrades financed with these funds will be within the scope of that plan.

STAFF RECOMENDATION:

Staff recommends approval of Resolution 2013-23 Acceptance of the 2013 FY Capital Fund ACC

ATTACHMENTS:

2013 FY Capital Fund ACC

RESOLUTION NUMBER 2013 - 23

**APPROVAL TO ACCEPT HUD FUNDING FOR
THE 2013 CAPITAL FUND PROGRAM (CFP) GRANT,
REVISE THE PUBLIC HOUSING AUTHORITY (PHA) PLAN, AND
AMEND THE ANNUAL CONTRIBUTIONS CONTRACT (ACC)
TO INCLUDE SAID 2013 WI39-P064-50113 CFP GRANT**

WHEREAS, the Beloit Housing Authority's Public Housing Program has been approved and notified by HUD to receive a 2013 Capital Fund Program (CFP) grant WI39-P064-50113 in the amount of \$160,919.;

WHEREAS, the Beloit Housing Authority is required by HUD to submit an amended Annual Contributions Contract (ACC), a revised Public Housing Authority (PHA) Plan, and a 2013 Capital Fund Program detailed budget;

WHEREAS, the Beloit Housing Authority is required by HUD to have the Beloit Community Development Authority Board of Commissioners' review and approve said grant, plan, and contract;

THEREFORE BE IT RESOLVED that the Beloit Community Development Authority Board of Commissioners approve the acceptance of the 2013 Capital Fund Program Grant, the revised Annual Contributions Contract, and the amended Public Housing Authority Plan.

Adopted this 28th day of August, 2013

Thomas Johnson, Chairman
Beloit Community Development Authority

ATTEST:

Julie Christensen, CDA Executive Director



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5a

TOPIC: Resolution 2013-24 Approving the License Agreement between the Community Development Authority and Community Action for the Operation of a Community Garden at 1322 Porter Avenue

ACTION: Approve Resolution 2013-24

PRESENTER: Teri Downing

STAFF REPORT:

The Neighborhood Stabilization Program (NSP) is authorized under Title III of Division B of the Housing and Economic Recovery Act (HERA), 2008 for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties. The Department of Housing and Urban Development awarded \$38,779,123 in NSP funds to the State of Wisconsin. \$772,111 of these NSP grant funds were awarded to the City of Beloit and will be utilized in Beloit's neighborhoods most affected by foreclosures. These funds will be used to buy foreclosed houses and either rehabilitate and resell them or demolish them.

The property at 1322 Porter was purchased with NSP1 funding. The structure was blighted and the property was demolished resulting in a vacant lot. Typically, these lots are sold to an adjacent low-moderate income homeowner and the parcels are combined. However, this lot is bordered by two vacant lots owned by NHS of Beloit, and a foreclosed home.

Community Action, Inc. currently operates a Community Garden on one of the adjacent lots owned by NHS of Beloit, and would like to expand the Garden onto the CDA-owned lot at 1322 Porter. NSP1 regulations prohibit the sale of this lot to non-adjacent lot owner; therefore we would like to allow Community Action to operate the garden at no cost via the attached "License to Use Land for Community Garden Program." This is an allowable use under the NSP Program.

STAFF RECOMMENDATION:

Staff recommends that the Community Development Authority approve Resolution 2013-24.

ATTACHMENTS: Resolution 2013-24, License to Use Land for Community Garden Program

THE CITY OF БЕЛОIT

LICENSE TO USE LAND FOR COMMUNITY GARDEN PROGRAM

THIS IS A COMMUNITY GARDEN LICENSE (the "License"), dated as of _____ 2013 , between the City of Beloit Community Development Authority, a municipal corporation having its usual place of business at City Hall, 100 State Street, Beloit, WI 53511 ("the City", which terms shall mean the City, its officials, agents, officers, employees, departments, boards, commissions or the like)) and Community Action, Inc. of Rock and Walworth Counties, having its usual place of business at 200 West Milwaukee Street, Janesville, WI 53548 ("Community Action").

Background

Community Action is a nonprofit organization whose mission for the Community Garden is to increase access to fresh produce to local neighborhood residents, provide opportunities for people to learn about nutrition and gardening, provide volunteers from the broader community a chance to experience the neighborhood, and to promote civic pride and community in this neighborhood. In line with its mission, Community Action wishes to develop and operate a community garden. The City is willing to License land to Community Action for that purpose on the terms described in this License.

The City and Community Action Agree as Follows:

1. PARCEL, TERM, AND RENT

1.1 License

The City Licenses to Community Action the approximately 6,233.5-square foot parcel number 12531035 located at 1322 Porter Avenue, Beloit, WI (the "Parcel"). An aerial map showing the Parcel is attached hereto as Exhibit A.

1.2 Use

Community Action will use the Parcel for the sole purpose of operating a community garden (the "Garden") where community volunteers grow food and plants for local residents to harvest. Community Action may in the future allow local residents to have their own plots to garden. Users being assigned plots

must be residents of the the City and need not be members of the Community Action. Community Action intends to host community events in the Garden to support its community building efforts in the neighborhood.

1.3 Term

The term of this License is three (3) year(s), starting on _____, 2013 and ending on _____. This License will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4. The hours of operation shall initially be from dawn until dusk, but the City can adjust the hours upon notice.

1.4. Renewal

At the option of the City, this License may be renewed for additional terms as specified by the City and agreed to by Community Action.

1.5. License Rent

In recognition of the community benefit being provided by the Community Action to the City, there is no rent or License fee.

2. Operation and Maintenance of Parcel

2.1 Parcel As-Is.

Community Action acknowledges that the City is not making any representations, warranties, promises, or guarantees of any kind to Community Action, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as a community garden. In deciding to enter this License, Community Action has made its own independent evaluation of the suitability of the Parcel for a community garden. No assurance of safety or assistance in any form is provided by the City.

2.2 No City Responsibilities.

Community Action has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a community garden or any other work to be performed on the property. The City has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support. Community Action shall be responsible for obtaining and maintaining any required approvals, Licenses, permits or the like. The

issuance of same is subject to the authority of the body responsible for same. The City has no financial or other obligations relative to the community garden.

2.3 Comply with Laws.

Community Action will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations.

2.4 Garden Rules.

The City understands that at the time of the signing of this agreement, Community Action is not assigning individual plots to residents to grow food for personal use. Should Community Action wish to do so, Community Action agrees to submit to the city for review and approval garden rules and a gardener agreement that includes a waiver of liability. The City is under no obligation to review and approve same and its review and approval shall not inure to any benefit of the Community Action or participants.

2.5 Security.

Community Action will use its best efforts to provide security for the site, including preventing entrance to the garden outside of operating hours and/or when the Parcel is unattended. The City may revisit this issue at any time. It is acknowledged that the City is not and will not be providing any security for the site, it being the sole responsibility of Community Action to provide same.

2.6 No Alterations.

Community Action may not make or permit any alterations or improvements to the Parcel without the City's prior written consent, except for a shed, fences, raised beds, benches, bicycle racks, picnic tables, rain barrel systems, and other features common to gardens so long as they are first approved by the City. On the expiration or termination of this License, all improvements and alterations to the Parcel will belong to the City, except for sheds, fences, and other non-permanent improvements, and the City will have no obligation to reimburse Community Action. At the option of the City, Community Action may be required upon expiration or termination to restore the Parcel to its prior condition or such condition as the City may specify.

2.7 Equipment and Structures.

If Community Action keeps equipment or tools on the Parcel, Community Action must install subject to the prior approval of the City a suitable container and

make a reasonable effort to keep tools stored away when not in use for gardening.

2.8 No Transfers.

Community Action may not assign, mortgage, pledge, encumber, or otherwise transfer this License, or sublet or allow the Parcel or any part of the Parcel to be used or occupied by others, except by persons maintaining a plot and who are party to the gardener agreement contemplated by Section 2.4. Any attempted transfer in contravention of this Section 2.8 is void and is a default under this License.

2.9 Right of Inspection.

The City may enter the Parcel at all reasonable times to inspect the Parcel and evaluate whether Community Action is in compliance with the terms of this License, and for the purposes of taking any other actions the City believes are appropriate to protect the City's interest in the Parcel, or to offer the Parcel for sale. Community Action will provide a key to any gate to the Parcel. This Section 2.9 does not impose any duty on the City to inspect the Parcel, report to Community Action the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

2.10 Liens.

Community Action will not incur, create, assume, or permit the creation of, any lien on any portion of the Parcel (including any mechanic's or materialmen's liens). Community Action will keep the Parcel clear of any and all liens arising out of any work performed or materials furnished to Community Action for or at the Parcel, and any other obligations Community Action incurs.

2.11 Commercial Enterprise Limitations.

Community Action may undertake the sale of produce on the Parcel with advance written approval by the City. -

3. Expenses

3.1 Utilities.

Community Action will have sole responsibility for obtaining and paying for all water, electricity, heat, sewage, storm sewer, or any other utility service used on the Parcel during the License term.

3.2 Taxes. Community Action will have sole responsibility for all property tax returns and payments relating to the Parcel required by any federal, state, or local tax authority, if any. Community Action will have sole responsibility for paying all personal property taxes or assessments levied on Community Action's personal property on the Parcel and all income or sales taxes that result from Community Action's operations on the Parcel, if any.

4. Expiration and Termination

4.1 At Will.

This License shall expire at the expiration date, unless terminated sooner. Any holding over after the expiration date shall be under the same terms and conditions of the Licenses, except as to the term and any renewal. This License may be terminated at any time by either the City or Community Action. Such a termination will be effective after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1. The City will endeavor if possible to provide advance notice of any termination.

4.2 Breach by Community Action.

If Community Action breaches any of its duties or obligations under this License, the City may provide Community Action with written notice of the breach. If Community Action fails to cure the breach within 10 days after receipt of such notice or such long time as may be granted by the the City, the City may terminate this License by providing written notice, with the termination date effective 15 days after delivery of such notice to Community Action. The City will, in its sole discretion, determine whether the breach has been cured. In instances where the public health, safety or welfare or the protection of the City warrants immediate action, the City may immediately issue a notice of termination which shall be effective immediately or in accordance with its terms. The City shall incur no liability by reason of any termination. If warranted by the City, the City may, but is not obligated to do so, secure the Premises to prevent access by anyone.

4.3 Yielding Possession.

Upon termination of this License, Community Action will leave and surrender the Parcel to the City in at least as good order and condition as on the date that this License is signed.

4.4 Cooperate in Transition.

Upon termination or expiration of this License, the rights of Community Action under this License will immediately, automatically, and without consideration terminate and revert to the City. Community Action and the City will cooperate in good faith in reasonable transition activities with the City prior to and after termination of this License in order to minimize impact on the community and the City's use of the Parcel.

4.5 Personal Property.

If Community Action or any gardener leaves any of its personal property on the Parcel after the termination of this License, the City may, but is not obligated to do so, store it at a warehouse or any other location for Community Action's account and at Community Action's account and risk. The City will re-license the property only when Community Action pays all charges relating to storage and all other amounts Community Action owes under this License. If Community Action does not reclaim its property within the period permitted by law or determined by the City, the City may sell it in accordance with the law and apply the proceeds of the sale to any amounts Community Action owes the City under this License, or retain Community Action's property or dispose of same in a manner determined by the City.

4.6 Holding Over.

If the term expires or the City terminates this License, any holding over by Community Action after termination of this License without the City's express written consent is not a renewal or extension of the License and will not give Community Action rights in or to the Parcel.

4.7 Cumulative Remedies.

All of the City's rights, powers and remedies under this License are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to the City at law or in equity. The exercise of any one or more of these rights or remedies will not impair the City's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

5. Indemnity and Waiver Of Liability.

5.1 Indemnification.

Community Action will defend, indemnify, and hold the City and the City's officials, officers, employees and agents (the City and such persons are referred

to collectively as “City Parties”), harmless against all claims, liabilities, losses, damages, expenses, and attorneys’ fees (together, “Losses”), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Community Action or any of Community Action’s gardeners, employees, contractors, family members, guests, or any other person in a relationship with Community Action or Community Action’s gardeners or otherwise participating in the Garden (Community Action and such persons are referred to collectively as “Community Action Parties”), which may arise directly or indirectly from (a) Community Action Parties’ use or operation of the garden on the Parcel, or (b) any breach by Community Action of this License, including, without limitation, Community Action’s failure to enforce garden rules and regulations, but only to the extent that such Losses are sustained as a result of Community Action’s use of the Garden. The indemnification, defense and hold harmless rights and obligations shall accrue immediately upon the utterance of a claim or complaint covered by this agreement, regardless of other claims simultaneously brought, and shall not be contingent upon the merits of such claim or questions of fact raised by the claim or complaint. This Section 5.1 will survive any termination of this License.

5.2 Waiver of Liability.

Community Action waives all claims against the City with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Community Action from any causes whatsoever (except to the extent of the City’s negligence); (b) any loss or damage or injury to any property on or about the Parcel belonging to Community Action or its sub Licensees or invitees; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Subject to the prior provisions, the City shall not be liable for any damage or damages of any nature whatsoever to Community Action caused by explosion, fire, theft, crime, or intentional or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Community Action Parties or any other person on the Parcel. In addition, the City shall not be liable for any Losses for which Community Action is required to insure. This Section 5.2 will survive any termination of this License.

6. Insurance.

6.1 Insurance.

Community Action will, at its own cost, take out and maintain without interruption during the term of this License comprehensive general liability insurance naming the City as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an "occurrence" basis and not a "claims made" basis. All insurance shall be with companies authorized to do business in Wisconsin and subject to such terms and conditions as are approved by the City.

6.2 Evidence of Insurance.

On or before the City delivers possession of the Parcel to Community Action, Community Action will provide the City with a copy of the insurance policies required by Section 6.1. Community Action will deliver to the City evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Community Action may deliver to the City a certificate of insurance evidencing Community Action's insurance policies, provided that the City also receives a copy of the endorsement naming the City as an additional insured. The City still retains the right to receive the insurance policies and review same for its approval.

7. General Provisions

7.1 Entire Agreement.

This License is the entire agreement between the City and Community Action and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between the City and Community Action relating to the same subject matter.

7.2 Modification and Severability.

This License may be modified only as stated in a writing signed by both the City and Community Action which states that it is an amendment to this License. If any provision in this License is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Waiver.

Any waiver of any term of this License must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this License will not be considered a waiver of that party's rights under this License. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this License.

7.4 Counterparts.

This License may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument.

7.5 Third-Party Beneficiaries.

Except as specifically provided in Section 5 of this License, this License is for the exclusive benefit of the City and Community Action, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Community Action. All City Parties are an express third party beneficiary of Section 5.

7.6 Notices.

Notices and consents under this License must be in writing and delivered by mail, or courier to the addresses set out on the signature page of this License. These addresses may be changed by written notice to the other party, provided that a valid street address is provided.

7.7 Governing Law; Jurisdiction and Venue.

This License is governed by Wisconsin law. Community Action consents to the exclusive jurisdiction and venue of the state courts for Rock County and federal courts for Wisconsin.

7.8 Acceptable Conduct Clause-

Appropriate Conduct

Community Action agrees that its employees and agents members and those permitted by it on the site shall conduct in a professional and appropriate manner. All members of the public, employees of the City and vendors and their employees shall be treated with courtesy and respect. No activities shall be undertaken on the premises of the City which would

generally be viewed as inappropriate in a governmental and/or business setting. Included as examples and not as a limitation of such activities would be any illegal activities, harassment, use or possession of drugs or intoxicating beverages, obscene or pornographic material or material which would generally be considered offensive. All persons are expected to use good common sense in their conduct and not to engage in any activities which would reasonably be viewed as conduct unbecoming or cause the public to lose confidence and respect for the the City, its departments, boards, commissions, employees, officers and the like. Violations or contrary actions to this policy may result in contract suspension or termination. In specific reference to computer and internet usage on the premises of the City, the following general guidelines are to be adhered to:

This License is signed by the City and Community Action as of the date first written above.

Lessee:

Lessor:

Community Action Inc. of Rock and Walworth Counties The City of Beloit Community Development Authority

By: _____

By: _____

Lisa Furseth

Larry N. Arft

Title: Executive Director

Title: City Manager

Date
:

Date:

EXHIBITS

Exhibit A: Parcel Map

Exhibit B: Form of Garden Rules and Regulations

Exhibit C: Form of Gardener Agreement and Waiver of Liability

DRAFT

RESOLUTION 2013-24
APPROVING THE LICENSE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AUTHORITY AND COMMUNITY ACTION, INC.
OF ROCK AND WALWORTH COUNTIES FOR THE OPERATION
OF A COMMUNITY GARDEN AT 1322 PORTER AVENUE

WHEREAS, the City of Beloit has received \$772,111 for the Neighborhood Stabilization Program (NSP) under Title III of Division B of the Housing and Economic Recovery Act (HERA), 2008 for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties; and

WHEREAS, the City Council passed a resolution designating the Community Development Authority as the oversight agency for Beloit's NSP1; and

WHEREAS, the property known as 1322 Porter Avenue was acquired under the Neighborhood Stabilization Program for demolition, and

WHEREAS, the home was demolished, and the remaining vacant lot is eligible for use as a Community Garden under the NSP1 regulations, and

WHEREAS, Community Action, Inc. of Rock and Walworth Counties has a desire to use 1322 Porter as a Community Garden;

NOW THEREFORE BE IT RESOLVED, that the CDA approves the License to Use Land for Community Garden Program; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Executive Director of the Community Development Authority is hereby authorized to complete all paperwork in conjunction with this License.

Adopted this 28th day of August, 2013.

Thomas Johnson, CDA Chairperson

ATTEST:

Julie Christensen, Executive Director

CDBG Applicant Presentation Schedule

Wednesday, August 28, 2013	
Time	Applicant
5:00 - 5:10 PM	Community Action - Fatherhood Initiative and Skills Enhancement
5:10 - 5:20 PM	Family Services - Beloit Domestic Violence Center: Emergency Housing
5:20 - 5:30 PM	Family Services - Greater Beloit Home Companion Registry
5:30 - 5:40 PM	Hands of Faith - Emergency Shelter for Homeless Families
5:40 - 5:50 PM	Merrill Community Center - Youth and Senior Programs
5:50 - 6:00 PM	NHS - Homeownership: The Solution to Eliminating Blight in the City of Beloit
6:00 - 6:10 PM	Salvation Army - After School Programming
6:10 - 6:20 PM	Stateline Literacy Council - Hispanic Outreach for Comprehensive Literacy
6:20 - 6:30 PM	Voluntary Action Center - Beloit Senior Chore Service
6:30 - 6:40 PM	Community & Housing Services - Code Enforcement/Inspection Program
6:40 - 6:50 PM	Community & Housing Services - Housing Rehab Revolving Loan Program
6:50 - 7:00 PM	Community & Housing Services - Fair Housing



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 6

TOPIC: Attendance at CDA Board Meetings

REQUESTED ACTION: Discussion Only

PRESENTER: Julie Christensen

STAFF REPORT:

A board member requested a discussion of attendance. The Community Development Authority ordinance indicates that any citizen member who misses more than 25 percent of the regular meetings during any year of his or her term shall be subject to removal from the Authority (see attached Section 1.79(16)). If a City Council representative misses 3 meetings during the council representative's one-year term in office, the City Council representative shall be removed as a member of the Authority by City Council President, subject to confirmation by the City Council.

I have compiled attendance numbers for both 2012 and 2013. They are attached. Thomas Johnson missed 33 percent of the CDA's regular meetings in 2012. Stephanie Jacobs has missed 33 percent of the meetings so far this year. However, the ordinance requires a full year before this standard is applied. We did not take steps to remove any board member for violating this standard due to the fact that we are already down one board member and have had difficulty getting quorum some meetings.

Dave Luebke has only missed two meetings in 2012 and 2013. Jim Van de Bogart has missed three meetings in 2012 and 2013.

ATTACHMENTS:

Section 1.79 of the Code of General Ordinances and Attendance Summary

1.79 COMMUNITY DEVELOPMENT AUTHORITY. (Cr. #1793)

(1) FINDINGS AND DECLARATION OF NECESSITY.

- (a) The Housing Authority of the City was a public body corporate and politic, organized and existing pursuant to §66.40 (now §66.1201), Wis. Stats. The Housing Authority of the City was created by resolution of the City Council adopted on April 1, 1968. In support of its creation, the City Council found that unsanitary, unsafe inhabited dwelling accommodations existed in the City and there was a shortage of safe and sanitary dwelling accommodations in the City available to persons of low income. (Am. #3012)
- (b) The Redevelopment Authority of the City was a public body corporate and politic, organized and existing pursuant to §66.431 (now §66.1333), Wis. Stats. The Redevelopment Authority of the City was created by resolution of the City Council, adopted on September 16, 1968. In support of its creation of the Redevelopment Authority of the City, the City Council found that there existed in the City a need for blight elimination, slum clearance and other renewal programs and projects. (Am. #3012)
- (c) Findings made by the City Council in connection with its creation of the Housing Authority of the City and the Redevelopment Authority of the City are hereby reaffirmed and incorporated herein.
- (d) In addition, the City Council hereby finds and declares a need for blight elimination, slum clearance, urban renewal and community development programs and projects, and housing projects continues to exist in the City and that a housing and community development authority functioning within the City would constitute a more effective, efficient means for carrying out such programs and projects.

(2) CREATION OF COMMUNITY DEVELOPMENT AUTHORITY; STATUS AS PUBLIC BODY. (Am. #3012)

Pursuant to §66.4325 (now §66.1335), Wis. Stats., there was created a housing and community development authority to be known as the Community Development Authority of the City. The Community Development Authority is deemed a separate body corporate and politic for the purpose of carrying out blight elimination, slum clearance, urban renewal programs and projects and housing projects.

(3) TERMINATION OF HOUSING AND REDEVELOPMENT AUTHORITIES. (Rn. #2675; Am. #3012)

Upon the adoption of an ordinance dated September 7, 1982, the Housing and Redevelopment Authorities previously created under §§66.40 and 66.431 (now §§66.1201 and 66.1333), Wis. Stats., were terminated.

- (a) Any programs and projects begun by the Redevelopment and Housing Authorities were transferred to and completed by the Community Development Authority. Any procedures, hearings, actions or approvals taken or initiated by the Redevelopment Authority under §66.431 (now §66.1333), Wis. Stats., on pending projects is deemed to have been taken and initiated by the Community Development Authority as though the Community Development Authority had originally undertaken such procedures, hearings, actions or approvals. (Am. #3012)
- (b) Any form of indebtedness issued by the Housing or Redevelopment Authority shall be assumed by the Community Development Authority.
- (c) All contracts entered into between the federal government and the Housing or Redevelopment Authority or between the Authorities and other parties shall be assumed and discharged by the Community Development Authority except for the termination of operations by the Housing or Redevelopment Authorities. Housing or Redevelopment Authorities may execute any agreements necessary to accomplish this transfer and termination. Contracts for disposition of real property with respect to any project shall be deemed contracts of the Community Development Authority without the requirements of amendments thereto. Contracts entered into between the federal government and the Redevelopment Authority or the Housing Authority

shall bind the Community Development Authority in the same manner as though originally entered into by the Community Development Authority.

- (d) The Community Development Authority may execute appropriate documents to reflect its assumption of the obligations set forth in this subsection.
 - (e) To the extent to which the Housing Authority has outstanding bonds as securities that require the operation of the Housing Authority in order to fill its commitments with respect to the discharge of principal, interest or both, the Housing Authority may continue in existence solely for such purpose.
- (4) MEMBERSHIP. (Rep. & recr. #2675) The Community Development Authority shall consist of 7 or 8 commissioners as follows:
- (a) *Ex officio members.*
City Council President.
Two City Council representatives, one of whom may also be the City Council President.
 - (b) *Citizen Members.*
Five Citizen members.
 - (c) *Rights and Privileges.* All commissioners of the Community Development Authority shall have the same rights and privileges, including the right to vote, except as follows:
 - 1. The City Council President shall not have the right to vote, unless the Council President has been appointed as a City Council representative.
 - 2. The 2 City Council representatives and the 5 citizen members shall serve as the governing body of the Authority and shall be vested with and shall exercise the powers of the Authority.
 - 3. The 5 citizen members shall exercise the powers and duties of commissioners of the Housing Authority under §§66.1201, Wis. Stats. (Am. #3012)
 - 4. One citizen member of the Community Development Authority shall be chosen, by majority vote, annually at the January meeting as the CDA's representative to the City of Beloit Economic Development Advisory Council. (Cr. #3012)
- (5) APPOINTMENT. (Rep. & recr. #2675)
- (a) *City Councilors.* The City Council representatives shall be appointed by the City Council President, subject to confirmation by the City council, at the City Council's organizational meeting in April of each year. The City Council President may be appointed as a City Council representative.
 - (b) *Citizen Members.* The citizen members shall be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The citizen membership should reflect the diverse nature of the City's population. (Am. #3038)
 - (c) *Certificates of Appointment.* A certificate of the appointment of a commissioner shall be filed with the City Clerk and shall be conclusive evidence of the due and proper appointment of such commissioner.
- (6) TERM OF OFFICE. (Rep. & recr. #2675)
- (a) *Term of Appointment.* (Am. #3414) The City Council representatives shall be appointed for one-year terms commencing on the date of appointment and ending on the date that their successors are appointed. Citizen members shall be appointed for 4-year terms beginning on January 1 of the first year and ending on December [31](#) of the fourth year.
 - (b) *Reserved.* (Rep. #3414)

- (c) *Subsequent Terms.* No citizen member may be appointed for more than one full term. A citizen member who serves a full term shall be eligible for reappointment one year after the member completes a full term.
 - (d) *Membership on Other Committees.* No citizen member may serve on any other City board, committee or commission while that member is serving on the Community Development Authority.
 - (e) *Incumbents.* Incumbents may continue to serve beyond the end of their terms until their successors have been appointed and seated.
 - (f) *Vacancies.* Vacancies shall be filled for the balance of the term. A member appointed to fill a vacancy shall be appointed in the same manner as that member's predecessor.
- (7) QUALIFICATIONS. (Rep. & recr. #2675)
- (a) *Residency.* All members of the Community Development Authority shall be residents of the City of Beloit.
 - (b) *City Employee's Spouse.* One commissioner may be a City employee's spouse or significant other, as long as the City employee's job is not affected, directly or indirectly, by the work of the Community Development Authority.
 - (c) *Family Members.*
 1. No more than one member of any family may serve on the Community Development Authority at the same time.
 2. No person may be appointed as a commissioner if any member of that person's family is a City employee whose job is affected, directly or indirectly, by the work of the Community Development Authority.
 3. No commissioner may continue to serve on the Community Development Authority after any member of his/her family becomes a City employee whose job is affected, directly or indirectly, by the work of the Community Development Authority.
 4. In this paragraph, "family" means: mother, father, spouse, brother, sister, and natural or adopted son or daughter.
 - (d) *Present and Former City Employees.* (Am. #2937; #3414) No City employee may serve on the Community Development Authority. "City employee" does not include casual employees, including seasonal employees, who are employed by the City for less than 600 hours per year. No former City employee may serve on the Community Development Authority if that former employee's employment was terminated for cause. No other former City employee may serve on the Community Development Authority during the one-year period immediately following separation of the employee's employment with the City.
 - (e) *Professional Experience and Training.* All commissioners shall have sufficient ability and experience in the fields of urban renewal, community development and housing.
- (8) PURPOSE AND DUTIES. (Rep. & recr. #2675)
- (a) *Purpose.* The Community Development Authority has been created for the purpose of carrying out blight elimination, slum clearance, urban renewal programs and projects and housing projects.
 - (b) *Duties.* (Am. #3012) The Community Development Authority shall perform the following duties:
 1. Exercise all powers, duties and functions set out in §§66.1201 and 66.1333, Wis. Stats, for housing and redevelopment authorities.
 2. Proceed under §66.1201 with respect to housing projects initiated by the Community Development Authority.

3. Proceed pursuant to §§66.1301 to 66.1329, 66.1331, 66.1333, 66.1337 or 66.1105, Wis. Stats., as determined to be appropriate by the City Council on a project-by-project basis, with respect to projects relating to blight elimination, slum clearance, urban renewal and redevelopment programs.
4. Upon direction of the City Council, act as the agent of the City in planning and carrying out community development programs and activities approved by the City Manager and City Council under the Federal Housing and Community Development Act of 1974, as amended.
5. Upon direction of the City Council, and upon concurrence of the CDA, act as agent to perform all acts, except the development of the general plan of the City, which may be otherwise performed by the Planning Commission under §§66.405 to 66.425, 66.43, 66.435 or 66.46, Wis. Stats.
6. Upon direction of the City Council, and upon concurrence of the CDA, act as agent of the City in performing any or all functions of the City related to the operation and administration of programs of rehabilitation financing involving financial assistance from either the federal government or the state, or both, in which the City participates.
7. Upon direction of the City Council, and upon concurrence of the CDA, act as agent of the City in planning and carrying out economic development programs and activities approved by the City Manager and the City Council, including industrial development, commercial development, housing development and the development and provision of public facilities.
8. Exercise the powers, duties and functions related to community development as are conferred upon the authority by the City Council from time to time.

(9) MEETINGS. (Cr. #2675)

- (a) *Regular Meetings.* (Am. #2779; #2975; #3050; #3372; #3428) Regular meetings of the Authority shall be held at the Forum at Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other location designated in the notice of the meeting, at 4:30 p.m. on the fourth Wednesday of each month.
- (b) *Special Meetings.* (Am. #3372) Special meetings shall be held at the Forum at Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other location as designated in the notice of the meeting. Special meetings may be called by the Authority chair or by written request of 3 voting members.
- (c) *Notice of Meetings.* Public notice of all meetings of the Authority shall be given in accordance with the open meeting law of the State of Wisconsin, §§19.81 to 19.97, Wis. Stats.
- (d) *Agendas.* A copy of each meeting agenda shall be sent to the City Clerk and to the City Manager's office by noon on the Wednesday preceding the meeting. This rule does not apply to agendas for special meetings called after noon on Wednesday. The agendas for special meetings called after noon on Wednesday shall be delivered to the City Clerk and the City Manager's office at least 24 hours before the special meeting.
- (e) *Meals.* No meals shall be provided at City expense for any meeting expected to last less than 4 hours.

(10) OFFICERS, DIRECTORS, EMPLOYEES AND DUTIES. (Rep. & recr. #2675; Am. #3139)

- (a) *Presiding Officer.* The Authority shall select a chair and vice-chair annually at its January meeting. The Authority shall submit the chair's name to the City Clerk immediately after the election. The chair shall preside over all meetings of the Authority. The vice-chair shall preside over the meetings in the chair's absence. In the absence of both the chair and vice-chair, a president pro tem shall be chosen from those present and shall preside.
- (b) *Executive Director.* (Am. #2872; #3012) The Community Development Authority may appoint an Executive Director and Assistant Executive Director whose qualifications are determined by the Authority. The Executive Director shall be the Secretary and chief administrative officer of the

Authority and shall direct, manage and supervise its administrative operations and technical activities. The Executive Director shall also perform such other duties and have such other powers and responsibilities as may, from time to time, be delegated by the Authority and/or as provided in §§66.1201, 66.1333 and 66.1335, Wis. Stats. The Executive Director shall not be a member of the Authority. The Executive Director shall consult with the City Manager on all issues involving the Community Development Authority's exercise of its redevelopment powers under §66.1333, Wis. Stats. The Assistant Executive Director may act as the Executive Director in the latter's absence.

- (c) *Secretary.* (Am. #2872) The Secretary shall record the minutes of each meeting and shall transmit a written copy of the minutes and the records of the Authority to the City Clerk. The City Clerk shall be the custodian of the records of the Authority.
- (d) *Employees.* The City may, by contract with the Community Development Authority, assign City employees to perform work for the Authority at the Authority's request. The employees assigned to the Authority shall be subject to the same personnel policies, collective bargaining agreements and employee benefits established for other City employees and shall be paid salaries at the rates of pay established by the City.

Historic Note: Section 66.1335, Wis. Stats., gives a community development authority all of the powers and duties of a housing authority and a redevelopment authority. Section 66.1201(5)c, Wis. Stats., provides that a housing authority may employ a secretary, who shall be executive director, technical experts, employees, permanent and temporary, and shall determine their qualifications. Section 66.1201(9)(t), Wis. Stats., provides that a housing authority has the power to participate in an employee retirement or pension system of the city and to expend funds of the authority for this purpose. Section 66.1333(3)(g), Wis. Stats., provides that a redevelopment authority may employ personnel required to perform its duties and responsibilities under civil service and may appoint an executive director whose qualifications are determined by the authority. The executive director of a redevelopment authority shall act as secretary of the authority. All of the employees, including the director of the authority, may participate in the same pension system, health and life insurance programs and deferred compensation programs provided for city employees and are eligible for any other benefits provided to city employees.

- (11) **QUORUM.** (Rep. & recr. #2675) Four voting members shall constitute a quorum sufficient to transact business. A fewer number may adjourn any meeting.
- (12) **VOTING.** (Cr. #2675) A majority vote shall be necessary to adopt any motion, resolution, or other proposed action, except where a greater number is required by the Authority rules of procedure or by-laws.)
- (13) **RULES OF PROCEDURE AND BY-LAWS.** (Cr. #2675) Authority meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised. The Authority may adopt by-laws, as necessary, and shall submit them to the City Council for approval. If the Authority adopts by-laws, the Authority shall review them annually. A copy of the Authority's approved by-laws shall be filed with the City Clerk.
- (14) **INSPECTION OF RECORDS.** (Cr. #2675) The minutes of the meetings of the Authority shall be available for public inspection, except the minutes of closed sessions authorized by §19.85, Wis. Stats. All other records of the Authority shall be available for public inspection, unless exempt from disclosure under the Wisconsin Public Records Law, §§19.29 to 19.39, Wis. Stats.
- (15) **COMPENSATION.** (Cr. #2675) All commissioners shall serve without compensation, except that they shall be entitled to reimbursement of their actual and necessary expenses, excluding travel to and from meetings, incurred in the discharge of their duties.
- (16) **ATTENDANCE.** (Cr. #2675; Am. #3038) Any member who is not planning to attend a meeting shall notify the Authority chair of that fact at least 24 hours in advance of the meeting. Any member who misses more than 25 percent of the regular meetings during any year of his or her term shall be subject to removal from the Authority. The 25 percent rule does not apply to ex officio members. If a City Council representative misses 3 meetings during the council representative's one-year term in

office, the City Council representative shall be removed as a member of the Authority by City Council President, subject to confirmation by the City Council. The City Council President shall then appoint a new City Council representative, subject to confirmation by the City Council.

- (17) **REMOVAL.** (Cr. #2675) The Authority may remove any member for cause. Prior to such action, the Authority shall prepare a written complaint setting forth the facts that constitute cause. The complaint shall be approved by a majority of the members of the Authority. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member so charged requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged and to the Authority. If the Appointment Review Committee makes a determination adverse to the member charged, that member may appeal the decision to the City Council. Any hearing conducted pursuant to this subsection shall comply with the requirements of §17.12, Wis. Stats.
- (18) **SUBCOMMITTEES.** (Cr. #2675)
- (a) *Appointment.* The Authority chair may appoint standing or temporary subcommittees, subject to confirmation by the Authority. Temporary committees shall dissolve no later than 6 months after their creation, unless their term is extended by an affirmative vote of the majority of the Authority. Extensions may be granted in increments of 6 months or less.
 - (b) *Membership.* Members of subcommittees need not be members of the Authority.
 - (c) *Notice of Meetings.* Public notice of all subcommittee meetings shall be given in accordance with the Wisconsin Open Meeting Law, §§19.81 to 19.97, Wis. Stats.
 - (d) *Records.* The subcommittee shall keep minutes of its meetings. The minutes of the meetings and other records of the subcommittee shall be open to public inspection, except as otherwise provided by the Wisconsin Public Records law, §§19.29 to 19.39, Wis. Stats. Subcommittee minutes and records shall be filed with the parent committee.
 - (e) Subsections (6)(d) and (e), (7), (8), (9)(d) and (e), (12), (13), (14), (15), (16) and (17) of this section apply to subcommittees.
- (19) **ANNUAL BUDGET.** (Cr. #2675)
- (a) *Preparation.* The Authority shall prepare an annual budget.
 - (b) *Council Approval.* The City Council shall approve the budget for redevelopment activities conducted pursuant to §§66.431, Wis. Stats., for each fiscal year of the Community Development Authority. The City Council shall have the power to alter or modify any item of the redevelopment budget relating to salaries, office operations or facilities.
 - (c) *Housing Activity Budget.* The annual budget for housing activities shall not be subject to council approval, unless council approval is required by state or federal laws or regulations.
- (20) **ANNUAL REPORT.** (Cr. #2675) The Community Development Authority shall prepare and file with the City Manager and City Council a report of its activities for the preceding calendar year within 90 calendar days of the end of each calendar year.
on apply to subcommittees.

2012 and 2013

Commissioner Name	Regular Meetings			Percent	Percent	Special Meetings			Percent	Percent
	Present	Absent	Total	Attended	Absent	Present	Absent	Total	Attended	Absent
Nailah Adama	12	3	14	86%	21%	4	2	6	67%	33%
Stephanie Jacobs	11	4	14	79%	29%	4	2	6	67%	33%
Thomas Johnson	11	4	14	79%	29%	5	1	6	83%	17%
Dave Luebke	13	2	14	93%	14%	5	1	6	83%	17%
Loretta Evans	6	1	6	100%	17%	2	0	2	100%	0%
Jim Van De Bogart	4	2	5	80%	40%	1	0	1	100%	0%

2012

Commissioner Name	Regular Meetings			Percent	Percent	Special Meetings			Percent	Percent
	Present	Absent	Total	Attended	Absent	Present	Absent	Total	Attended	Absent
Nailah Adama	7	2	9	78%	22%	4	1	5	80%	20%
Stephanie Jacobs	7	2	9	78%	22%	3	2	5	60%	40%
Thomas Johnson	6	3	9	67%	33%	4	1	5	80%	20%
Dave Luebke	8	1	9	89%	11%	4	1	5	80%	20%
Loretta Evans	1	0	1	100%	0%	1	0	1	100%	0%
Jim Van De Bogart	3	1	4	75%	25%	0	0	0	0%	0%

2013

Commissioner Name	Regular Meetings			Percent	Percent	Special Meetings			Percent	Percent
	Present	Absent	Total	Attended	Absent	Present	Absent	Total	Attended	Absent
Nailah Adama	5	1	6	83%	17%	0	2	2	0%	100%
Stephanie Jacobs	4	2	6	67%	33%	2	0	2	100%	0%
Thomas Johnson	5	1	6	83%	17%	2	0	2	100%	0%
Dave Luebke	5	1	6	83%	17%	2	0	2	100%	0%
Loretta Evans	5	1	6	83%	17%	1	1	2	50%	50%
Jim Van De Bogart	1	1	2	50%	50%	2	0	2	0%	0%